

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To: Company Name/Scheme ABN/ACN/ARSN Macquarie Group Limited 94 122 169 279 MQG.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: 30 May 2014
The previous notice was given to the company on: 20 December 2013
The previous notice was dated: 16 December 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'	30,857,706	9.07%	32,449,877	10.10%

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 GROUP LIMITED	MACQUARIE GROUP LIMITED	MACQUARIE GROUP LIMITED	Pursuant to section 608 of the Corporations Act	817,082	FPO	817,082
MACQUARIE GROUP LIMITED	MACQUARIE GROUP LIMITED	MACQUARIE GROUP LIMITED	Pursuant to section 608 of the Corporations Act and MQG's rights to control the disposal of shares in limited circumstances under the Macquarie Group employee share plans. These circumstances include the right to control the disposal of shares where employee entitlements lapse or are forfeited and where shares are sold on-market to fund withholding tax obligations.	28,131,348	FPO	28,131,348
MACQUARIE BANK LIMITED	MACQUARIE BANK LIMITED	MACQUARIE BANK LIMITED	Pursuant to section 608 of the Corporations Act	257,354	FPO	257,354
MACQUARIE INVESTMENT	BOND STREET CUSTODIANS LIMITED	BOND STREET CUSTODIANS LIMITED	Pursuant to section 608 of the Corporations Act	653,408	FPO	653,408
	Northern Trust Corporation (Singapore	Northern Trust Corporation (Singapore	Pursuant to section 608 of the Corporations Act	1,595,403	FPO	1,595,403
	National Nominees Limited	National Nominees Limited	Pursuant to section 608 of the Corporations Act	265,539	FPO	265,539
	Citibank Melbourne	Citibank Melbourne	Pursuant to section 608 of the Corporations Act	158,986	FPO	158,986
	HSBC Bank Australia Limited	HSBC Bank Australia Limited	Pursuant to section 608 of the Corporations Act	85,175	FPO	85,175
MACQUARIE PRIVATE PORTFOLIO MANAGEMENT LIMITED	HSBC Australia	HSBC Australia	Pursuant to section 608 of the Corporations Act	455,843	FPO	455,843
MACQUARIE LIFE LIMITED	BOND STREET CUSTODIANS LIMITED	BOND STREET CUSTODIANS LIMITED	Pursuant to section 608 of the Corporations Act	29,739	FPO	29,739

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 GROUP LIMITED	Level 7, No 1 Martin Place, Sydney NSW 2000
MACQUARIE INVESTMENT MANAGEMENT LTD	C/- Company Secretarial Mezzanine Level No. 1 Martin Place Sydney New South Wales Australia 2000
MACQUARIE PRIVATE PORTFOLIO MANAGEMENT LIMITED	C/- Company Secretarial Mezzanine Level No. 1 Martin Place Sydney New South Wales Australia 2000
MACQUARIE BANK LIMITED	Level 3 25 National Circuit Forrest Australian Capital Territory Australia 2603
MACQUARIE LIFE 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 2000
National Nominees Limited	5th Floor, 271 Collins St., Melbourne VIC 3000
Citibank Melbourne	Mezzanine Level 1 Martin Place Sydney NSW 2000
HSBC Bank Australia Limited	Level 31 HSBC Centre, 580 George St, Sydney NSW 2000
HSBC Australia	Level 31 HSBC Centre, 580 George St, Sydney NSW 2000

Signature

Print name Dennis Leong

Capacity Company Secretary

Sign here

Date 4 June 2014

ANNEXURE 'A'

This is the annexure marked 'A' of 17 pages referred to in the Notice of change of interests of substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
4 June 2014

Controlled Bodies Corporate

ACN / Company No	Entity Name	Incorp Country
4649834.00	1135-1139 WESTMINSTER INC.	United States
1486261.00	1486261 Ontario Limited	Canada
133419708.00	160 CENTRAL HOLDING COMPANY PTY LIMITED	Australia
304030.00	A.C.N. 000 304 030 PTY LIMITED (IN LIQUIDATION)	Australia
67299923.00	A.C.N. 067 299 923 PTY LTD	Australia
127162485.00	A.C.N. 127 162 485 PTY LTD (IN LIQUIDATION)	Australia
127294946.00	A.C.N. 127 294 946 PTY LTD (IN LIQUIDATION)	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
124437574.00	ACCESS GP CO PTY LIMITED	Australia
124437421.00	ACCESS LP CO PTY LIMITED	Australia
153 275 677	ACN 153 275 677 Pty Ltd	Australia
75176813.00	AIRPORT MOTORWAY INFRASTRUCTURE NO. 1 LIMITED	Australia
75176859.00	AIRPORT MOTORWAY INFRASTRUCTURE NO. 3 LIMITED	Australia
75176993.00	AIRPORT MOTORWAY INFRASTRUCTURE NO. 4 LIMITED	Australia
81119477.00	ALLOCA (NO. 4) PTY. LIMITED	Australia
3936270.00	Alster & Thames Partners (USA) LLC	United States
WK-145138	Alster & Thames Partners, Ltd.	Cayman Islands
08.266.585/0001-04	AMAZON PARTICIPACOES DO BRASIL S.A.	Brazil
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
136 524 975	AUSTRALIAN SOLAR POWER CONSORTIUM PTY LTD	Australia
3336426.00	AVENAL POWER CENTER, LLC	United States
600 235 951	AVIATION TECHNICAL SERVICES INC.	United States
3595090.00	AWHR America's Water Heater Rentals, L.L.C.	United States
4029153.00	AWHR Five, LLC	United States
4029149.00	AWHR Four, LLC	United States
4029145.00	AWHR One, LLC	United States
4029154.00	AWHR Six, LLC	United States
4029148.00	AWHR Three, LLC	United States
4029147.00	AWHR Two, LLC	United States
59814818.00	BAROSSA GE PTY LIMITED	Australia
HRB 177683	BE Geothermal GmbH	Germany
158 626 549	BECAG PTY LIMITED	Australia
8604966.00	BELIKE NOMINEES PTY. LIMITED	Australia
HRB 187113	Bernried Erdwärme Kraftwerk GmbH	Germany
128681809.00	BESPOKE CUSTODIANS PTY LIMITED (IN LIQUIDATION)	Australia
4522327.00	BIG SANDY CREEK WIND, LLC	United States
200921079K	BIOCARBON GROUP PTE. LIMITED (Former Non-Bank Group)	Singapore
131 532 735	BIOCARBON SERVICES PTY LIMITED (Former Non-Bank Group)	Australia
	Blue Grass Abstract LLC	United States
	Blueshine, LLC	United States
8607065.00	BOND STREET CUSTODIANS LIMITED	Australia
8606924.00	BOND STREET INVESTMENTS PTY. LIMITED	Australia
	BOOTH STAFF LOANS TRUST	Australia
4680004.00	BOSTON AUSTRALIA PTY LIMITED	Australia
5008702.00	BOSTON LEASING PTY. LIMITED	Australia
C0593320	BREK MANUFACTURING CO.	United States
1218745.00	BROOK ASSET MANAGEMENT LIMITED	New Zealand
1855508.00	BROOK ASSET MANAGEMENT PTY LIMITED	New Zealand
B64188642	Bruna Moon S.L.	Spain
	BUCKLING STAFF LOANS TRUST	Australia
88217.00	Bunhill Investments Unlimited	Jersey
2865830.00	BUTTONWOOD NOMINEES PTY LIMITED	Australia
	Caliburn Greater China Fund Segregated Portfolio (a sub-fund of Caliburn Absolute Strategies SPC)	Cayman Islands
79173381.00	CAMPUS INTERNATIONAL HOLDINGS PTY. LTD	Australia
	CAMPUS INTERNATIONAL HOLDINGS UNIT TRUST	Australia

4644364.00	CANADIAN BREAKS LLC	United States
Not Registered	CANTERBURY COURT HOLDINGS TRUST	Australia
4800336.00	Capital Meters Holdings Limited	United Kingdom
4800317.00	Capital Meters Limited	United Kingdom
B86295391	Captico Investments, S.L.	Spain
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
2228708.00	CIORL LP Limited	Canada
	Closing Documentation Services, LLC	United States
	CMC Holdco Inc.	United States
	CMC Industries Inc.	United States
	CMC Railroad III, 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 Inc.	United States
104331795.00	COIN SOFTWARE PTY LIMITED	Australia
3709185.00	Columbia Service Partners of Kentucky, Inc.	United States
3709185.00	Columbia Service Partners of Ohio, Inc.	United States
3709187.00	Columbia Service Partners of Pennsylvania, Inc.	United States
3709182.00	Columbia Service Partners of West Virginia, Inc.	United States
2603344.00	Columbia Service Partners, Inc.	United States
	Commerce and Industry Brokerage Inc.	United States
79775134.00	CONCEPT BLUE PROPERTY PTY LTD	Australia
104379491.00	CORIOLIS HOLDINGS PTY LIMITED - IN LIQUIDATION	Australia
3241012.00	Corona Energy Limited	United Kingdom
3241002.00	Corona Energy Retail 1 Limited	United Kingdom
SC138229	Corona Energy Retail 2 Limited	United Kingdom
2746961.00	Corona Energy Retail 3 Limited	United Kingdom
2798334.00	Corona Energy Retail 4 Limited	United Kingdom
2879748.00	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 General Management, Inc.	United States
	Delaware Global Opportunities Partners, Inc.	United States
	Delaware Investment Advisers	United States
	Delaware Investments U.S., Inc.	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
8606871.00	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
083 158 918	DIVCO 37 PTY LIMITED	Australia
088 347 497	Divco 57 Pty Limited	Australia
097 289 999	DIVCO 84 PTY LIMITED	Australia
097 290 821	DIVCO 96 PTY LIMITED	Australia
110311.00	Divisadero Leasing Ltd.	Cayman Islands
	DMH Corp.	United States
128078615.00	EAST VICTORIA PARK JOINT VENTURE PTY LIMITED - IN LIQUIDATION	Australia
94631964.00	EASTERN SEA INVESTMENTS PTY LIMITED	Australia
	Elements Trust	Australia
69344001.00	ELISE NOMINEES PTY LIMITED	Australia
6435810.00	EQUITAS NOMINEES PTY. LIMITED	Australia
4605170.00	ERC Holdco LLC	United States
111494574.00	ESCALATOR GP CO PTY LIMITED	Australia
111494467.00	ESCALATOR LP CO PTY LIMITED	Australia

79878783.00	EURO FIN CO PTY LTD	Australia
4721352.00	FAS 1 LLC	United States
9636131.00	FELTER PTY LIMITED - IN LIQUIDATION	Australia
137357.00	FINCH SECURITIES LIMITED	Cayman Islands
779889.00	FIRST CHINA PROPERTY GROUP LIMITED	Hong Kong
779887.00	FIRST CHINA PROPERTY MANAGEMENT LIMITED	Hong Kong
8604466.00	FOUCAULT PTY LIMITED - IN LIQUIDATION	Australia
3432790.00	Four Corners Capital Management, LLC	United States
	Fox-Pitt Kelton Cochran Caronia Waller (USA) LLC	United States
	Fox-Pitt Kelton Cochran Caronia Waller LLC	United States
2897779.00	Fox-Pitt, Kelton Group Limited	United Kingdom
1601171.00	Fox-Pitt, Kelton Limited	United Kingdom
32157.00	Fox-Pitt, Kelton N.V.	Curaçao
99228.00	FPK Capital I CIP GP Limited	Jersey
989.00	FPK Capital I CIP L.P.	Jersey
4222775.00	Fremantle Energy Holdings, LLC	United States
4222772.00	Fremantle Energy, LLC	United States
3930054.00	Fremantle Wind Holdings Inc.	United States
88928296.00	FUNDCORP HOLDINGS PTY LIMITED	Australia
106204862.00	FUNDCORP PTY LIMITED	Australia
8542685.00	GALANTHUS AUSTRALIA PTY LIMITED - IN LIQUIDATION	Australia
1581031.00	GALANTHUS LEASING PTY LIMITED	Australia
B86230539	Ganeta Investments SL	Spain
68104558.00	GARACHINE PTY LIMITED (In Liquidation)	Australia
54001400.00	GATESUN PTY. LIMITED	Australia
109964.00	Geary Leasing Limited	Cayman Islands
1332891.00	GENERATOR BONDS LIMITED	New Zealand
108026437.00	GENERATOR CHARITIES AUSTRALIA PTY LIMITED	Australia
103116954.00	GENERATOR INVESTMENTS AUSTRALIA PTY LIMITED	Australia
9642942.00	GILLMAN PTY. LIMITED	Australia
105819181.00	GLOBAL DEBT INVESTMENTS NO.4 PTY LIMITED (IN LIQUIDATION)	Australia
MC143292	GLOBAL STAR GP LTD	Cayman Islands
8604484.00	GLORIOLE PTY LIMITED - IN LIQUIDATION	Australia
N/A	Goldman Sachs Commodity Alpha Beta Portfolio class C	Luxembourg
5481707.00	Goonzaran Bluebell Funding Limited	United Kingdom
5473771.00	Goonzaran Bluebell Leasing Limited	United Kingdom
4521455.00	Groupe Rossignol Canada Inc.	Canada
0100-01-086076	GROUPE ROSSIGNOL KK	Japan
148 217 029	HARRIS DAIRIES LIMITED	Australia
3416168.00	Harrison Leasing Corporation	United States
415492.00	HBEAR CO. NO.1 LIMITED	Ireland
125438600.00	HENDERSON WA PTY LIMITED	Australia
not registered	HENDERSON WA TRUST	Australia
4317904.00	High Lonesome Wind, LLC	United States
758010.00	HILLSAM NOMINEES PTY. LIMITED (IN LIQUIDATION)	Australia
	HOBSON STAFF LOANS TRUST	Australia
104173891.00	HUB X PTY LIMITED	Australia
97666.00	Hydra Investments 2007 Limited	Jersey
2757020.00	IDAMENEO (NO. 79) NOMINEES PTY. LIMITED	Australia
HRA43929	Industrial Investments Germany GmbH & Co. KG	Germany
65764.00	INFRASTRUCTURE INVESTMENT NO. 2 LTD.	Cayman Islands
73710942.00	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
72362.00	Jet Leasing LDC	Cayman Islands
0100-02-036303	JIG HOLDINGS LIMITED	Japan
	JOHNSON MAP STAFF LOANS TRUST	Australia
9641114.00	JUBILEE PTY. LIMITED - (to be liquidated)	Australia
464138.00	Juuichi Limited	Ireland
254939.00	Kandahar Sp. z o.o. (in liquidation)	Poland
CR-113609	Kearny Leasing Limited	Cayman Islands
4721412.00	Keba Energy LLC	United States
140 135 379	LAKE GEORGE WIND FARM DEVELOPMENTS PTY LTD	Australia
3250833.00	LANROD PTY LIMITED - IN LIQUIDATION	Australia
491404.00	Leannta PPP Investments Limited	Ireland
130271108.00	LEARNSPACE VIC HOLDINGS PTY LIMITED	Australia
130271180.00	LEARNSPACE VIC PTY LIMITED	Australia
4708904.00	LG BIOMASS MISSOURI LLC	United States
8604920.00	LIANA PTY. LIMITED (IN DEREGISTRATION)	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
397 727 397 RCS NEVERS	Look Fixations S.A.S.	France
	MAC FUND ONE TRUST	Australia

116308466.00	MACQUARIE (171 COLLINS ST) PTY LIMITED (IN LIQUIDATION)	Australia
115007817.00	MACQUARIE (454 COLLINS STREET) PTY LIMITED - in liquidation	Australia
198500776M	MACQUARIE (ASIA) PTE LTD.	Singapore
27230949.00	MACQUARIE (ASIA) PTE LTD. TAIWAN BRANCH	Taiwan
119105896.00	MACQUARIE (COLEMANS) PTY LIMITED	Australia
6612064.00	Macquarie (Europe) Nominees Limited	United Kingdom
200228.00	MACQUARIE (HK) FINANCIAL SERVICES LIMITED	Hong Kong
0100-01-068766	MACQUARIE (JAPAN) LIMITED	Japan
110256418.00	MACQUARIE (PYRMONT) PTY LIMITED (In Liquidation)	Australia
SC280388	Macquarie (Scotland) GP Limited	United Kingdom
127762038.00	MACQUARIE (STUD ROAD) PTY LIMITED	Australia
6287793.00	Macquarie (UK) Group Services Limited	United Kingdom
4717557.00	MACQUARIE 55 NINTH ST INC.	United States
30416.00	MACQUARIE ABSOLUTE RETURN STRATEGIES GLOBAL LIMITED	Bermuda
8594885.00	MACQUARIE ACCEPTANCES LIMITED	Australia
95180788.00	MACQUARIE ADMIN SERVICES PTY LIMITED	Australia
95180788.00	MACQUARIE ADMIN SERVICES PTY LIMITED (Former Bank Group)	Australia
131476910.00	MACQUARIE ADVANCED INVESTMENT MANAGEMENT LIMITED	Australia
WK-211745	Macquarie Advanced Investment Partners G.P. Ltd.	Cayman Islands
486592.00	Macquarie Aerospace AF (Ireland) Limited	Ireland
40096.0 (Decree No. 10356/AVV)	MACQUARIE AEROSPACE ARUBA A.V.V.	Aruba
	Macquarie Aerospace Inc.	United States
484423.00	Macquarie Aerospace Ireland Limited	Ireland
44138.00	MACQUARIE AEROSPACE LIMITED	Bermuda
	Macquarie Affiliated Managers (USA) Inc.	United States
4508116.00	Macquarie Affiliated Managers Holdings (USA) Inc.	United States
2000/001243/07	MACQUARIE AFRICA (PROPRIETARY) LIMITED	South Africa
122169368.00	MACQUARIE AGRICULTURAL FUNDS MANAGEMENT LTD	Australia
116381634.00	MACQUARIE AGRICULTURAL SERVICES PTY LIMITED	Australia
B121660	Macquarie Aircraft Leasing Finance SA	Luxembourg
429567.00	Macquarie Aircraft Leasing Holdings (2) Limited	Ireland
139 633 015	MACQUARIE AIRCRAFT LEASING HOLDINGS PTY LIMITED	Australia
426824.00	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
429566.00	Macquarie Aircraft Leasing Services (Ireland) Limited	Ireland
200917376C	Macquarie Aircraft Leasing Services (Singapore) Pte. Ltd.	Singapore
5988531.00	Macquarie Aircraft Leasing Services (UK) Limited	United Kingdom
4247748.00	Macquarie Aircraft Leasing Services (US), Inc.	United States
	MACQUARIE AIRCRAFT LEASING TRUST A	Australia
464499.00	Macquarie AirFinance Acquisitions (Ireland) Limited	Ireland
6767724.00	Macquarie AirFinance Acquisitions (UK) Limited	United Kingdom
41370.00	Macquarie AirFinance Acquisitions Holdings Ltd.	Bermuda
41289.00	Macquarie AirFinance Acquisitions Limited	Bermuda
41212.00	Macquarie AirFinance Aruba A.V.V.	Aruba
435319.00	Macquarie AirFinance Holdings Limited	Ireland
40863.00	Macquarie AirFinance International Group Limited	Bermuda
40569.00	Macquarie AirFinance International Limited	Bermuda
38946.00	MACQUARIE AIRFINANCE LTD	Bermuda
38946.00	Macquarie AirFinance Ltd.	Bermuda
40673.00	Macquarie AirFinance Warehouse (No. 1) Limited	Bermuda
3461469.00	Macquarie Allegiance Capital, LLC	United States
103237181.00	MACQUARIE ALTERNATIVE ASSETS MANAGEMENT LIMITED	Australia
142 495 958	MACQUARIE ALTERNATIVE PROPERTY HOLDINGS PTY LIMITED	Australia
3379259.00	MACQUARIE AMERICAS CORP	United States
124071414.00	MACQUARIE AMERICAS HOLDINGS PTY LTD	Australia
128071545.00	MACQUARIE ASCARI HOLDINGS PTY LIMITED - IN LIQUIDATION	Australia
71501963.00	MACQUARIE ASIA HOLDINGS PTY LIMITED	Australia
619928.00	MACQUARIE ASIA LIMITED	Hong Kong
	Macquarie Asia New Stars Fund	Luxembourg
MC-25427	Macquarie Asia Pacific Private Equity Offshore Fund, L.P.	Cayman Islands
1049991.00	MACQUARIE ASIA STRUCTURED TRANSACTIONS LIMITED	Virgin Islands, British
	MACQUARIE ASIA STRUCTURED TRANSACTIONS LIMITED (SINGAPORE BRANCH)	Singapore
T07FC7008F	Macquarie Asian Leaders Segregated Portfolio	Cayman Islands
0100-01-107687	MACQUARIE ASSET FINANCE JAPAN LIMITED	Japan
64219601.00	MACQUARIE ASSET FINANCE LIMITED	Australia
57952C1/GBL	MACQUARIE ASSET FINANCE MAURITIUS LTD	Mauritius
7815862.00	Macquarie Asset Leasing (UK) Limited	United Kingdom
4578015.00	MACQUARIE ASSET MANAGEMENT INC.	United States
1263583.00	MACQUARIE ASSET MANAGEMENT PTY LIMITED	Australia
6055796.00	MACQUARIE AUSTRALIA INTERNATIONAL PTY LIMITED	Australia
736210.00	MACQUARIE AUSTRALIA PTY LIMITED	Australia
74453286.00	MACQUARIE AUSTRALIA SECURITIES LIMITED	Australia
8660811.00	MACQUARIE AUSTRALIA TECHNOLOGY PTY LIMITED - IN LIQUIDATION	Australia
FN215363K	Macquarie Austria GmbH	Austria

4687739.00	MACQUARIE AUTOPARK INC.	United States
121836191.00	MACQUARIE AVENIR NO. 1 PTY LIMITED	Australia
121836235.00	MACQUARIE AVENIR NO. 2 PTY LIMITED	Australia
368579.00	MACQUARIE AVIATION CAPITAL FINANCE LIMITED	Ireland
368589.00	MACQUARIE AVIATION CAPITAL GROUP	Ireland
368580.00	MACQUARIE AVIATION CAPITAL LIMITED	Ireland
8607047.00	MACQUARIE AVIATION NO 1 CO PTY LIMITED	Australia
124071432.00	MACQUARIE B.H. PTY LTD	Australia
6309906.00	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
8583542.00	MACQUARIE BANK LIMITED	Australia
1045.00	Macquarie Bank Limited (DIFC Recognised Company)	United Arab Emirates
74725SD	Macquarie Bank Limited (Dominican Republic Branch)	Dominican Republic
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
T11FC0018C	MACQUARIE BANK LIMITED SINGAPORE BRANCH	Singapore
5939070.00	Macquarie Barnett LLC	United States
109280819.00	MACQUARIE BATHURST STREET PTY LIMITED (IN LIQUIDATION)	Australia
R.P.M. 892390892	Macquarie Belgium TCG SPRL	Belgium
HRB 232767	Macquarie Beteiligungstreuhand GmbH	Germany
HRB 86921	Macquarie Beteiligungsverwaltungs GmbH (in liquidation)	Germany
657826-8	Macquarie BFS Holdings Ltd.	Canada
4708902.00	MACQUARIE BIOMASS LLC	United States
CNPJ03.516.449/0001	MACQUARIE BRASIL PARTICIPACOES LTDA	Brazil
69344289.00	MACQUARIE CAF USD LEASING CO NO 1 PTY LIMITED	Australia
69344387.00	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
793548-0	Macquarie Canadian Infrastructure Management Limited	Canada
6489800.00	Macquarie Canadian Investment Holdings Ltd.	Canada
123199548.00	MACQUARIE CAPITAL (AUSTRALIA) LIMITED	Australia
740.00	Macquarie Capital (Dubai) Limited	United Arab Emirates
3704031.00	Macquarie Capital (Europe) Limited	United Kingdom
516404-9909	Macquarie Capital (Europe) Limited UK Filial, Sweden	Sweden
34297902.00	Macquarie Capital (Europe) Limited, Amsterdam Branch	Netherlands
905963.00	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
611405.00	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
1952567.00	MACQUARIE CAPITAL (NEW ZEALAND) LIMITED	New Zealand
199704430K	MACQUARIE CAPITAL (SINGAPORE) PTE. LIMITED	Singapore
2382080.00	MACQUARIE CAPITAL (USA) INC	United States
2149053.00	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
105777704.00	MACQUARIE CAPITAL ALLIANCE MANAGEMENT PTY LIMITED	Australia
137760822.00	MACQUARIE CAPITAL ARGENTINA PTY LTD	Australia
1818250.00	Macquarie Capital Argentina Pty Ltd (Sucursal Argentina)	Argentina
132 864 950	MACQUARIE CAPITAL CIS HOLDINGS PTY LTD	Australia
22407.00	Macquarie Capital CIS Holdings Pty Ltd (Russia Branch)	Russian Federation
127829458.00	MACQUARIE CAPITAL FINANCE (AUSTRALIA) PTY LTD	Australia
736.00	Macquarie Capital Finance (Dubai) Limited	United Arab Emirates
133 664 632	MACQUARIE CAPITAL FINANCE HOLDINGS (AUSTRALIA) PTY LIMITED	Australia
88464.00	Macquarie Capital Funding (GP) Limited	Jersey
110605724.00	MACQUARIE CAPITAL FUNDING (LP) PTY LIMITED	Australia
LP561	MACQUARIE CAPITAL FUNDING L.P.	Jersey
	Macquarie Capital Funding LLC	United States
96705109.00	MACQUARIE CAPITAL GROUP LIMITED	Australia
FC027878	MACQUARIE CAPITAL GROUP LIMITED (UK BRANCH)	United Kingdom
2149050.00	Macquarie Capital Holdings (Canada) Ltd.	Canada
687.00	Macquarie Capital Holdings (Dubai) Limited	United Arab Emirates
123199253.00	MACQUARIE CAPITAL INTERNATIONAL HOLDINGS PTY LIMITED	Australia
86159060.00	MACQUARIE CAPITAL INVESTMENT MANAGEMENT (AUSTRALIA) LIMITED	Australia
3752829.00	Macquarie Capital Investment Management LLC	United States
77595012.00	MACQUARIE CAPITAL LOANS MANAGEMENT LIMITED	Australia
565608.00	Macquarie Capital Markets Canada Ltd./Marchés Financiers Macquarie Canada Ltée.	Canada
1079073.00	Macquarie Capital Markets North America Ltd./Marchés Financiers Macquarie Amérique Du Nord Ltée.	Canada
803092-8	Macquarie Capital Principal Holdings Canada Ltd	Canada

2104407.00	MACQUARIE CAPITAL PRODUCTS (NZ) LIMITED	New Zealand
128212868.00	MACQUARIE CAPITAL PRODUCTS LIMITED	Australia
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
180496.00	Macquarie Capital Securities (Philippines) Inc.	Philippines
198702912C	MACQUARIE CAPITAL SECURITIES (SINGAPORE) PTE. LIMITED	Singapore
135973.00	Macquarie Capital Securities Limited	Hong Kong
110-84-02227	MACQUARIE CAPITAL SECURITIES LIMITED (SEOUL BRANCH)	Korea, Republic of
89407381.00	MACQUARIE CAPITAL SECURITIES LIMITED (TAIWAN BRANCH)	Taiwan
680634-1	Macquarie Capital Specialized Financing Limited	Canada
4733273.00	Macquarie Capital US Acquisitions LLC	United States
133 001 359	MACQUARIE CAPITAL WIND MANAGEMENT PTY LTD	Australia
4684152.00	MACQUARIE CAPITOLA VILLAS INC.	United States
169009.00	MACQUARIE CAYMAN HOLDINGS 2 CO.	Cayman Islands
168347.00	MACQUARIE CAYMAN HOLDINGS CO	Cayman Islands
42381.00	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
201016397N	MACQUARIE COMMODITIES (SINGAPORE) PTE. LIMITED	Singapore
SP.688/AsingP3A PDN.2/9/2010	MACQUARIE COMMODITIES (SINGAPORE) PTE. LIMITED, Indonesia Rep. Office	Indonesia
5259474.00	Macquarie Commodities (UK) Limited	United Kingdom
4383511.00	MACQUARIE COMMODITIES (USA) INC	United States
15.246.175/0001-50	Macquarie Commodities Brasil Ltda.	Brazil
6863247.00	Macquarie Commodities Factoring Holdings (UK) Limited	United Kingdom
4662005.00	MACQUARIE COMMODITIES FACTORING LLC	United States
5259503.00	Macquarie Commodities Finance (UK) Limited	United Kingdom
35304.00	MACQUARIE COMMODITIES FUND LIMITED - in liquidation	Bermuda
4668206.00	MACQUARIE COMMODITIES FUNDING (USA) LLC	United States
4071304.00	MACQUARIE COMMODITIES HOLDINGS (USA) LLC	United States
4100974.00	MACQUARIE COMMODITIES TRADING INC.	United States
111117465.00	MACQUARIE COMMUNITY PARTNERSHIPS PTY LIMITED (IN	Australia
96629471.00	MACQUARIE CONCEPT BLUE PTY LTD	Australia
12-377-980/0001-25	Macquarie Consultoria Agricola E Representacoes Ltda.	Brazil
4752472.00	Macquarie Corona Energy Holdings Limited	United Kingdom
4624506.00	MACQUARIE CORPORATE AND ASSET FINANCE CONSULTING INC.	United States
4618137.00	MACQUARIE CORPORATE AND ASSET FINANCE HOLDINGS INC.	United States
6198910.00	MACQUARIE CORPORATE AND ASSET FINANCE LIMITED	Australia
4624264.00	MACQUARIE CORPORATE AND ASSET FUNDING INC.	United States
8606862.00	MACQUARIE CORPORATE FINANCE HOLDINGS PTY LTD	Australia
8595426.00	MACQUARIE CORPORATE FINANCE LIMITED	Australia
HRB52973	MACQUARIE CORPORATE FINANCE LIMITED NIEDERLASSUNG DEUTSCHLAND	Germany
3835213.00	MACQUARIE COTTON INTERNATIONAL INC	United States
4552354.00	Macquarie CPS LLC	United States
129962358.00	Macquarie CPS Trust	Australia
5108711.00	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
4774619.00	Macquarie Crop Partners GP, LLC	United States
8295013.00	Macquarie DD1 (USA) Inc.	United States
	Macquarie DD1 STA (USA) Inc.	United States
75067631.00	MACQUARIE DEBF PTY LIMITED	Australia
132821580.00	MACQUARIE DELTA1 FINANCE SERVICES PTY LIMITED	Australia
29318190.00	Macquarie Denmark Limited A/S	Denmark
126768714.00	MACQUARIE DEVELOPMENT CAPITAL (AUS) PTY LIMITED	Australia
102607616.00	MACQUARIE DEVELOPMENT CAPITAL II PTY LIMITED	Australia
134474712.00	MACQUARIE DEVELOPMENT CAPITAL MANAGEMENT PTY LIMITED	Australia
82018399.00	MACQUARIE DEVELOPMENT CAPITAL PTY LIMITED	Australia
131165921.00	MACQUARIE DIGGERS REST HOLDINGS PTY LIMITED	Australia
115402349.00	MACQUARIE DIGITAL PTY LIMITED	Australia
8607083.00	MACQUARIE DIRECT INVESTMENT PTY LIMITED	Australia
20.3.0.31.542-6	Macquarie Distribution Finance Ltd.	Switzerland
85795651.00	MACQUARIE DISTRIBUTION PTY LIMITED	Australia
114099795.00	MACQUARIE DIVERSIFIED ASSET ADVISORY PTY LIMITED	Australia
98127578.00	MACQUARIE DIVERSIFIED INVESTMENTS NO 2 PTY LTD (IN	Australia
98127569.00	MACQUARIE DIVERSIFIED INVESTMENTS NO 3 PTY LTD (IN	Australia
4257710.00	MACQUARIE DYNAMIC MANAGEMENT (USA) INC	United States
106197488.00	MACQUARIE DYNAMIC MANAGEMENT PTY LIMITED	Australia
3635201.00	MACQUARIE ELECTRONICS CONSULTING INC	United States
363806.00	MACQUARIE ELECTRONICS LIMITED	Ireland
363803.00	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
143365673.00	Macquarie Emerging Markets Investments Pty Ltd	Australia
127185719.00	MACQUARIE EMG HOLDINGS PTY LIMITED	Australia
4708900.00	MACQUARIE ENERGY ASSETS LLC	United States
6643795.00	Macquarie Energy Canada Ltd.	Canada
664374-4	Macquarie Energy Holdings Canada Ltd.	Canada
122300592.00	MACQUARIE ENERGY HOLDINGS PTY LTD	Australia
4554443.00	Macquarie Energy Investments LLC	United States
2468860.00	Macquarie Energy LLC	United States
4023666.00	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
4457323.00	Macquarie Equipment Finance Holdings Inc.	United States
262381.00	MACQUARIE EQUIPMENT FINANCE LIMITED	New Zealand
421234.00	Macquarie Equipment Finance Limited	Ireland
605377-7	Macquarie Equipment Finance Ltd./Macquarie Financement d'Équipement Ltée.	Canada
124335593.00	MACQUARIE EQUIPMENT FINANCE PTY LIMITED	Australia
475730.00	Macquarie Equipment Finance Services Limited	Ireland
4463641.00	Macquarie Equipment Finance, LLC	United States
468487.00	Macquarie Equipment Funding Limited	Ireland
4463642.00	Macquarie Equipment Funding, LLC	United States
	Macquarie Equipment Leasing Fund Two, LLC	United States
459515-H	MACQUARIE EQUIPMENT LEASING SDN. BHD.	Malaysia
112079268.00	MACQUARIE EQUIPMENT RENTALS PTY LIMITED	Australia
485394.00	MACQUARIE EQUITIES (ASIA) LIMITED	Hong Kong
63906392.00	MACQUARIE EQUITIES (US) HOLDINGS 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
2574923.00	MACQUARIE EQUITIES LIMITED	Australia
WN/1007806	MACQUARIE EQUITIES NEW ZEALAND LIMITED	New Zealand
1374572.00	MACQUARIE EQUITY CAPITAL MARKETS PTY LIMITED	Australia
6294706.00	Macquarie Equity Products (UK) Limited	United Kingdom
4714085.00	MACQUARIE ESPRIT INC.	United States
7713808.00	Macquarie Euro Limited	United Kingdom
	Macquarie European Alpha Master Fund	Cayman Islands
114801464.00	MACQUARIE EUROPEAN FINANCIAL INVESTMENTS PTY LTD	Australia
78771123.00	MACQUARIE EUROPEAN HOLDINGS PTY LIMITED	Australia
F15820	MACQUARIE EUROPEAN HOLDINGS PTY LIMITED (NON HONG KONG COMPANY)	Hong Kong
6146573.00	Macquarie European Investment Holdings Limited	United Kingdom
128078277.00	MACQUARIE EVP HOLDING COMPANY PTY LIMITED - IN LIQUIDATION	Australia
6863285.00	Macquarie Factoring (UK) Limited	United Kingdom
6863307.00	Macquarie Factoring Finance (UK) Limited	United Kingdom
116582524.00	MACQUARIE FARM ASSETS AND RESOURCES MANAGEMENT LIMITED	Australia
	Macquarie Fastracks Holdings LLC	United States
	Macquarie FG Holdings Inc.	United States
6855383.00	Macquarie FICC (UK) Limited	United Kingdom
132 573 436	MACQUARIE FIEX INVESTMENT PTY LIMITED	Australia
U65999MH2009PTC190863	MACQUARIE FINANCE (INDIA) PRIVATE LIMITED	India
U65999MH2009PTC190863	MACQUARIE FINANCE (INDIA) PRIVATE LIMITED	India
U65999MH2009PTC190863	MACQUARIE FINANCE (INDIA) PRIVATE LIMITED (Former Non-Bank Group)	India
1065067.00	MACQUARIE FINANCE (NZ) LIMITED	New Zealand
118817440.00	MACQUARIE FINANCE HOLDINGS LIMITED	Australia
106-81-94256	MACQUARIE FINANCE KOREA CO., LTD.	Korea, Republic of
1214964.00	MACQUARIE FINANCE LIMITED	Australia
4551158.00	Macquarie Financial Holdings (USA) LLC	United States
124071398.00	MACQUARIE FINANCIAL HOLDINGS LIMITED	Australia
F15819	MACQUARIE FINANCIAL HOLDINGS LIMITED (NON HONG KONG)	Hong Kong
4228146.00	Macquarie Financial Ltd./Financiere Macquarie Ltee.	Canada
95135694.00	MACQUARIE FINANCIAL PRODUCTS MANAGEMENT LIMITED	Australia
200800950C	MACQUARIE FINANCIAL SERVICES (ASIA) PTE LIMITED	Singapore
128948498.00	MACQUARIE FINANCIAL SERVICES HOLDINGS PTY LIMITED	Australia
2007/030612/07	Macquarie Financial Trustees (Proprietary) Limited	South Africa
200813631K	MACQUARIE FIXED INCOME CURRENCIES AND COMMODITIES (SINGAPORE) PTE. LIMITED	Singapore
69344154.00	MACQUARIE FLEET LEASING PTY LIMITED	Australia
ARSN 129 962 189	MACQUARIE FLEXI 100 TRUST	Australia
93752946.00	MACQUARIE FORESTRY SERVICES PTY LIMITED	Australia
113113214.00	MACQUARIE FORTRESS INVESTMENTS LIMITED	Australia

481 104 479 R.C.S. Paris	Macquarie France SARL	France
127735960.00	Macquarie Fund Advisers Pty Limited	Australia
B143751	Macquarie Fund Solutions	Luxembourg
	Macquarie Fund Solutions - Macquarie Emerging Markets Infrastructure Securities Fund	Luxembourg
BC0847563	Macquarie Funding (B.C.) Inc.	Canada
4240236.00	MACQUARIE FUNDING HOLDINGS INC	United States
6581935.00	Macquarie Funding Inc.	Canada
LP00000352	MACQUARIE FUNDING LIMITED PARTNERSHIP	Australia
113054569.00	MACQUARIE FUNDS HEDGING PTY LTD	Australia
	MACQUARIE FUNDS MANAGEMENT (USA) INC.	United States
93177407.00	MACQUARIE FUNDS MANAGEMENT HOLDINGS PTY LIMITED	Australia
724745.00	MACQUARIE FUNDS MANAGEMENT HONG KONG LIMITED	Hong Kong
6880217.00	MACQUARIE FUNDS MANAGEMENT PTY LIMITED	Australia
177751.00	MACQUARIE FUNDS MANAGEMENT SPC	Cayman Islands
170076.00	MACQUARIE FUTURES & OPTIONS (HONG KONG) LIMITED	Hong Kong
111631.00	MACQUARIE FUTURES (ASIA) LIMITED	Hong Kong
4088350.00	Macquarie Futures USA LLC	United States
137072112.00	MACQUARIE FX INVESTMENTS PTY LTD	Australia
128219330.00	MACQUARIE GCUH HOLDINGS PTY LIMITED	Australia
	Macquarie Generation Management I, Inc.	United States
	Macquarie Generation Management II, Inc.	United States
HRB 82733	Macquarie Germany Holdings GmbH	Germany
B142903	Macquarie Germany Holdings GmbH & Cies S.E.N.C.	Luxembourg
117033226.00	MACQUARIE GLASSCOCKS PTY LIMITED (IN LIQUIDATION)	Australia
84388947.00	MACQUARIE GLOBAL DEBT INVESTMENTS NO.1 PTY LIMITED (IN LIQUIDATION)	Australia
75176779.00	MACQUARIE GLOBAL DEBT INVESTMENTS NO.2 PTY LIMITED (IN LIQUIDATION)	Australia
068897C1/GBL	MACQUARIE GLOBAL FINANCE SERVICES (MAURITIUS) LIMITED	Mauritius
5259497.00	Macquarie Global Investments (UK) Limited	United Kingdom
	Macquarie Global Multi Events Segregated Portfolio	Cayman Islands
194165.00	MACQUARIE GLOBAL OPPORTUNITIES PARTNERS GP LTD	Cayman Islands
131661697.00	MACQUARIE GLOBAL OPPORTUNITIES PARTNERS INVESTMENT PTY	Australia
4332814.00	Macquarie Global Opportunities Partners LLC	United States
168982.00	MACQUARIE GLOBAL SERVICES PRIVATE LIMITED	India
134 225 817	MACQUARIE GLOBAL SOVEREIGN BOND FUND	Australia
5488013.00	Macquarie GP Limited	United Kingdom
5718600.00	Macquarie GP2 Limited	United Kingdom
4310212.00	Macquarie Grand Parkway HoldCo LLC	United States
124071389.00	MACQUARIE GROUP (US) HOLDINGS NO.1 PTY LTD	Australia
200412291W	MACQUARIE GROUP HOLDINGS (SINGAPORE) PTE. LIMITED	Singapore
6357992.00	Macquarie Group Holdings (UK) No.1 Limited	United Kingdom
6357999.00	Macquarie Group Holdings (UK) No.2 Limited	United Kingdom
7032532.00	Macquarie Group Holdings (UK) No.4 Limited	United Kingdom
1952566.00	MACQUARIE GROUP HOLDINGS NEW ZEALAND LIMITED	New Zealand
124071478.00	MACQUARIE GROUP HOLDINGS NO.3 PTY LTD	Australia
7438584.00	Macquarie Group Investments (UK) No.2 Limited	United Kingdom
122169279.00	MACQUARIE GROUP LIMITED	Australia
245979.00	MACQUARIE GROUP NEW ZEALAND LIMITED	New Zealand
116467031.00	MACQUARIE GROUP SERVICES AUSTRALIA PTY LTD	Australia
FC027877	MACQUARIE GROUP SERVICES AUSTRALIA PTY LTD (UK BRANCH)	United Kingdom
	Macquarie HiTIP Management I, Inc.	United States
728003-3	Macquarie Holdings (Canada) Ltd	Canada
MHM08101318A	MACQUARIE HOLDINGS (MEXICO), S.A. DE C.V.	Mexico
200703280D	MACQUARIE HOLDINGS (SINGAPORE) PTE. LTD.	Singapore
2428034.00	MACQUARIE HOLDINGS (U.S.A.) INC.	United States
6309919.00	Macquarie Holdings (UK) No.1 Limited	United Kingdom
not registered	MACQUARIE HOLDINGS TRUST	Australia
MC-199805	Macquarie Hong Kong Finance Limited	Cayman Islands
133001751.00	MACQUARIE I A RETURNS PTY LIMITED	Australia
3075842.00	MACQUARIE INC	United States
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
130542924.00	MACQUARIE INDIA PROPERTIES PTY LIMITED	Australia
130542924.00	MACQUARIE INDIA PROPERTIES PTY LIMITED (Former Bank Group)	Australia
58340C2/GBL	MACQUARIE INDIAN AIRPORTS TWO LIMITED	Mauritius
71501918.00	MACQUARIE INDONESIA HOLDINGS PTY LIMITED	Australia
C41803	MACQUARIE INDUSTRIAL INVESTMENTS MALTA LIMITED	Malta
744.00	Macquarie Infrastructure and Real Assets (Dubai) Limited	United Arab Emirates
3976881.00	Macquarie Infrastructure and Real Assets (Europe) Limited	United Kingdom
3976881.00	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

623285.00	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
418159-0	Macquarie Infrastructure and Real Assets Canada Ltd.	Canada
4346793.00	Macquarie Infrastructure and Real Assets Inc.	United States
MCF090729QX6	Macquarie Infrastructure and Real Assets México, S.A. de C.V.	Mexico
84828437.00	Macquarie Infrastructure and Real Assets Pty Limited	Australia
B138295	Macquarie Infrastructure and Real Assets SA	Luxembourg
135007199.00	MACQUARIE INFRASTRUCTURE AND REAL ASSETS TRUST	Australia
74311390.00	MACQUARIE INFRASTRUCTURE FUNDS MANAGEMENT PTY LIMITED	Australia
5755862.00	Macquarie Infrastructure GP Limited	United Kingdom
CH-170.3.028.960-5/	MACQUARIE INFRASTRUCTURE HOLDINGS AG (in liquidation)	Switzerland
112772871.00	MACQUARIE INFRASTRUCTURE MANAGEMENT (ASIA) PTY LIMITED	Australia
T06FC6823A	MACQUARIE INFRASTRUCTURE MANAGEMENT (ASIA) PTY LIMITED - SINGAPORE BRANCH	Singapore
3707788.00	MACQUARIE INFRASTRUCTURE MANAGEMENT (USA) INC	United States
72677993.00	MACQUARIE INFRASTRUCTURE NO.2 PTY LIMITED (IN LIQUIDATION)	Australia
4339673.00	Macquarie Infrastructure Partners Canada GP Ltd.	Canada
6372304.00	Macquarie Infrastructure Partners II GP LLC	United States
4088348.00	MACQUARIE INFRASTRUCTURE PARTNERS INC	United States
4106439.00	Macquarie Infrastructure Partners U.S. GP LLC	United States
29003.00	MACQUARIE INFRASTRUCTURE PRIVATE TRUSTEE COMPANY LIMITED	Bermuda
72652736.00	MACQUARIE INFRASTRUCTURE PTY LIMITED (IN LIQUIDATION)	Australia
41533.00	MACQUARIE INFRASTRUCTURE REINSURANCE COMPANY LIMITED	Bermuda
200505701K	MACQUARIE INSURANCE (SINGAPORE) PTE. LTD.	Singapore
1460256.00	Macquarie Insurance Services Ltd./Services D'Assurances Macquarie Ltée	Canada
129 526 272	MACQUARIE INSURANCE SOLUTIONS (BROKER) PTY LTD	Australia
117787C	Macquarie International Advisory Limited	Isle of Man
92985263.00	MACQUARIE INTERNATIONAL FINANCE LIMITED	Australia
4125302.00	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
108590996.00	MACQUARIE INTERNATIONAL INVESTMENTS PTY LIMITED	Australia
1802574.00	Macquarie International Limited	United Kingdom
F11422	MACQUARIE INTERNATIONAL LIMITED (NON HONG KONG COMPANY)	Hong Kong
104-84-05215	MACQUARIE INTERNATIONAL LIMITED SEOUL BRANCH	Korea, Republic of
169002.00	MACQUARIE INTERNATIONAL NEW YORK PARKING CO	Cayman Islands
169050.00	MACQUARIE INTERNATIONAL SC INVESTMENTS CO	Cayman Islands
502151.00	Macquarie International Services Limited	Hong Kong
	MACQUARIE INTERNATIONAL SMALL CAP ROADS CO. (In Liquidation)	Cayman Islands
4957256.00	Macquarie Internationale Investments Limited	United Kingdom
36631.00	MACQUARIE INVESTMENT (HONG KONG) LIMITED	Hong Kong
11000000000000.00	MACQUARIE INVESTMENT ADVISORY (BEIJING) CO LTD	China
122939600.00	MACQUARIE INVESTMENT HOLDINGS LIMITED	Australia
112017919.00	MACQUARIE INVESTMENT HOLDINGS NO.2 PTY LIMITED	Australia
FN 350922 m	Macquarie Investment Management (Austria) GmbH	Austria
41471.00	MACQUARIE INVESTMENT MANAGEMENT (BERMUDA) LIMITED	Bermuda
WN1114216	MACQUARIE INVESTMENT MANAGEMENT (NZ) LIMITED	New Zealand
FN 171881 t	Macquarie Investment Management Austria Kapitalanlage AG	Austria
2867003.00	MACQUARIE INVESTMENT MANAGEMENT LTD	Australia
B108283	MACQUARIE INVESTMENT MANAGEMENT S.à r.l.	Luxembourg
71745401.00	MACQUARIE INVESTMENT SERVICES LIMITED	Australia
not registered	MACQUARIE INVESTMENT TRUST	Australia
2009/012283/07	Macquarie Investments (Proprietary) Limited	South Africa
WK-133809	MACQUARIE INVESTMENTS (SINGAPORE) LIMITED	Cayman Islands
4104671.00	Macquarie Investments (UK) Limited	United Kingdom
5582630.00	Macquarie Investments 1 Limited	United Kingdom
5708696.00	Macquarie Investments 2 Limited	United Kingdom
7012592.00	Macquarie Investments 3 Limited	United Kingdom
69416977.00	MACQUARIE INVESTMENTS AUSTRALIA PTY LIMITED	Australia
HRB 74953	Macquarie Investments Deutschland GmbH	Germany
4092888.00	Macquarie Investments LLC	United States
200718499D	MACQUARIE INVESTMENTS SINGAPORE PTE. LIMITED (In Liquidation)	Singapore
	Macquarie Investments US Inc.	United States
6373185.00	Macquarie Investor Products (UK) Limited	United Kingdom
119211433.00	MACQUARIE INVESTORS PTY LTD	Australia
459515-H	MACQUARIE IT SDN BHD (Former Non-Bank Group)	Malaysia
107147222.00	MACQUARIE JAPAN INFRASTRUCTURE NO.1 PTY LIMITED	Australia
0100-03-012002	MACQUARIE JAPAN INFRASTRUCTURE NO.1 PTY LIMITED (JAPAN BRANCH)	Japan
107147188.00	MACQUARIE JAPAN INFRASTRUCTURE NO.2 PTY LIMITED	Australia
0100-03-011932	MACQUARIE JAPAN INFRASTRUCTURE NO.2 PTY LIMITED (JAPAN BRANCH)	Japan

117560282.00	MACQUARIE JAPAN INFRASTRUCTURE NO.3 PTY LIMITED	Australia
117560415.00	MACQUARIE JAPAN INFRASTRUCTURE NO.4 PTY LIMITED	Australia
0100-03-012591	MACQUARIE JAPAN INFRASTRUCTURE NO.4 PTY LIMITED (JAPAN BRANCH)	Japan
119106053.00	MACQUARIE JAQUES PTY LIMITED	Australia
110990184.00	MACQUARIE JIN LIN PTY LIMITED	Australia
122774289.00	MACQUARIE KEMBLE WATER HOLDINGS PTY LTD	Australia
128743822.00	MACQUARIE KEYAKIZAKA HOLDINGS PTY LIMITED	Australia
128743546.00	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
110356968.00	MACQUARIE LAH PTY LIMITED	Australia
1000000000000000.00	MACQUARIE LEASING (CHINA) CO LIMITED	China
2997799.00	Macquarie Leasing (UK) Limited	United Kingdom
5867292.00	Macquarie Leasing Limited	United Kingdom
2675032.00	MACQUARIE LEASING NSW PTY. LIMITED	Australia
2674982.00	MACQUARIE LEASING PTY. LIMITED	Australia
2574914.00	MACQUARIE LEISURE SERVICES PTY LIMITED	Australia
OC363068	Macquarie Lending & Investment Partners LLP	United Kingdom
4708903.00	MACQUARIE LG BIOMASS LLC	United States
3963773.00	MACQUARIE LIFE LIMITED	Australia
130789767.00	MACQUARIE MACAU HOLDINGS PTY LIMITED	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
133000987.00	MACQUARIE MDW INVESTMENTS PTY LTD	Australia
2264114.00	Macquarie MEAP Holding Ltd.	Canada
108538218.00	MACQUARIE MEDIA FUND MANAGEMENT PTY LIMITED	Australia
639997-5	Macquarie Metals and Energy Capital (Canada) Ltd.	Canada
4921203.00	Macquarie Meters 1 (UK) Limited	United Kingdom
4920378.00	Macquarie Meters 2 (UK) Limited	United Kingdom
7361419.00	Macquarie Meters 3 (UK) Limited	United Kingdom
1344888.00	Macquarie Meters 4 Limited	Hong Kong
Not Applicable	MACQUARIE MEXICO INFRASTRUCTURE MANAGEMENT, S.A. DE C.V.	Mexico
4508971.00	MACQUARIE MICROSTAR HOLDINGS INC	United States
95180564.00	MACQUARIE MIDDLE EAST HOLDINGS PTY LIMITED	Australia
115524028.00	MACQUARIE MIDDLE EAST MANAGEMENT LIMITED	Australia
130225222.00	MACQUARIE MIP II INVESTMENT PTY LIMITED	Australia
	Macquarie MLH, LLC	United States
117033431.00	MACQUARIE MOORE STREET PTY LIMITED	Australia
120070788.00	MACQUARIE MORTGAGES CANADA HOLDINGS PTY LIMITED	Australia
	MACQUARIE MORTGAGES FUNDING TRUST 2007-1	United States
57760175.00	MACQUARIE MORTGAGES PTY LIMITED	Australia
010473862-3438695	MACQUARIE MORTGAGES USA INC	United States
4627119.00	MACQUARIE NB US HOLDINGS INC.	United States
200404077D	MACQUARIE NE HOLDINGS (SINGAPORE) PTE. LIMITED	Singapore
6798497.00	Macquarie New World Gaming Canada Ltd.	Canada
N/A	Macquarie New World Gaming Partnership	Canada
334868.00	MACQUARIE NEW ZEALAND LIMITED	New Zealand
	Macquarie NM Management I, Inc	United States
	Macquarie NM Management II, Inc.	United States
123851436.00	MACQUARIE NOOSA PTY LTD	Australia
3481018.00	Macquarie North America Ltd.	Canada
107464620.00	MACQUARIE NOTE INVESTMENTS PTY LIMITED	Australia
8595711.00	MACQUARIE NZ HOLDINGS PTY LIMITED	Australia
30414.00	MACQUARIE OFFSHORE MASTER FUND LIMITED	Bermuda
129 590 576	MACQUARIE OFFSHORE SERVICES PTY LTD	Australia
FS200805155	Macquarie Offshore Services Pty Ltd - Philippine Branch	Philippines
4207954.00	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
2934705.00	MACQUARIE OPTIONS PTY. LIMITED	Australia
	Macquarie PA TAP Management I, Inc.	United States
111494172.00	MACQUARIE PARTNERSHIP FINANCE CO PTY LIMITED	Australia
	MACQUARIE PARTNERSHIP INVESTMENT HOLDINGS PTY LIMITED (IN LIQUIDATION)	Australia
107464264.00		Australia
122169304.00	MACQUARIE PASTORAL SERVICES LTD	Australia
115251619.00	MACQUARIE PAYMENTS INFRASTRUCTURE HOLDINGS PTY LIMITED	Australia
6349353.00	MACQUARIE PETERBOROUGH HOSPITAL INVESTMENTS LIMITED	United Kingdom
115622449.00	MACQUARIE PIB PROJECT CO A PTY LIMITED	Australia
115622458.00	MACQUARIE PIB PROJECT CO B PTY LIMITED	Australia
	Macquarie Platinum Katella Inc.	United States
8327852.00	Macquarie PMI LLC	United States
	Macquarie PMI Manager LLC	United States

4768433.00	Macquarie Poinsettia Inc.	United States
107464586.00	MACQUARIE PORTFOLIO INVESTMENTS NO.1 PTY LIMITED (IN LIQUIDATION)	Australia
107464540.00	MACQUARIE PORTFOLIO INVESTMENTS NO.2 PTY LIMITED (IN LIQUIDATION)	Australia
4235312.00	Macquarie Power Management Ltd.	Canada
0100-01-119544	MACQUARIE PRECISION MARKETING (JAPAN) LIMITED	Japan
0199-01-119544	MACQUARIE PRECISION MARKETING (JAPAN) LIMITED (Former Non-Bank Group)	Japan
133 273 426	MACQUARIE PRECISION MARKETING PTY LTD	Australia
1356202.00	Macquarie Premium Funding Inc./Financement Primes Macquarie Inc.	Canada
200703284G	MACQUARIE PRINCIPAL (SINGAPORE) PTE. LTD.	Singapore
112561501.00	MACQUARIE PRINCIPAL PTY LIMITED	Australia
82038328.00	MACQUARIE PRISM PTY LIMITED	Australia
116782006.00	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
89987388.00	MACQUARIE PRIVATE PORTFOLIO MANAGEMENT LIMITED	Australia
1405135.00	Macquarie Private Wealth Corp./Gestion Privee Macquarie Corp.	Canada
1745409.00	Macquarie Private Wealth Inc./Gestion Privee Macquarie Inc.	Canada
74453393.00	MACQUARIE PROJECT FINANCE PTY LIMITED	Australia
64904169.00	MACQUARIE PROPERTY (OBU) PTY LIMITED	Australia
76560917.00	MACQUARIE PROPERTY FINANCE MANAGEMENT PTY LIMITED	Australia
65678962.00	MACQUARIE PROPERTY INTERNATIONAL PTY LIMITED	Australia
88772203.00	MACQUARIE PROPERTY INVESTMENT MANAGEMENT HOLDINGS	Australia
142 083 092	MACQUARIE RADAR HOLDINGS PTY LIMITED	Australia
730170-7	Macquarie Rail Canada Limited	Canada
4039167.00	MACQUARIE RAIL INC.	United States
4484981.00	MACQUARIE RAIL MANAGEMENT LLC	United States
115220123.00	MACQUARIE READING PTY LIMITED	Australia
4504560.00	MACQUARIE REAL ESTATE ADVISORY SERVICES LLC	United States
129 130 963	MACQUARIE REAL ESTATE AFRICA INVESTMENTS PTY LIMITED - IN LIQUIDATION	Australia
623285.00	MACQUARIE REAL ESTATE ASIA LIMITED (Former Bank Group)	Hong Kong
0199-01-089825	Macquarie Real Estate Capital KK (Former Bank Group)	Japan
130364699.00	MACQUARIE REAL ESTATE DEVELOPMENT CAPITAL (AUS) PTY LIMITED	Australia
3455302.00	MACQUARIE REAL ESTATE FINANCE INC	United States
2920528.00	MACQUARIE REAL ESTATE INC	United States
6421191.00	Macquarie Real Estate Investments Europe Limited	United Kingdom
104-81-74725	MACQUARIE REAL ESTATE KOREA LIMITED	Korea, Republic of
104-81-74725	MACQUARIE REAL ESTATE KOREA LIMITED (Former Bank Group)	Korea, Republic of
200509669E	MACQUARIE REAL ESTATE SINGAPORE PTE. LIMITED (In Liquidation)	Singapore
4326812.00	Macquarie Real Estate Telecom Holdings LLC	United States
HRB 86922	Macquarie Real Invest GmbH (in liquidation)	Germany
102368052.00	MACQUARIE REALTY SERVICES AUSTRALIA PTY LIMITED - IN	Australia
4454539.00	MACQUARIE RENEWABLE ENERGY INC	United States
112147350.00	MACQUARIE RENEWABLES HOLDINGS PTY LIMITED	Australia
125098339.00	MACQUARIE RESIDENTIAL (STATE) MANAGEMENT PTY LTD	Australia
125098179.00	MACQUARIE RESIDENTIAL MANAGEMENT PTY LTD	Australia
	MACQUARIE RESIDENTIAL TRUST	Australia
672846-4	Macquarie Resource Capital Canada Ltd.	Canada
130 224 949	MACQUARIE RESOURCES INVESTMENT MANAGEMENT PTY LIMITED	Australia
7055620.00	Macquarie Restorations Limited	United Kingdom
998584.00	Macquarie Retail Management (Asia) Limited	Hong Kong
1273174.00	MACQUARIE RETAIL REAL ESTATE MANAGEMENT LIMITED	Hong Kong
1273174.00	MACQUARIE RETAIL REAL ESTATE MANAGEMENT LIMITED (Former Bank Group)	Hong Kong
6219852.00	MACQUARIE RISK ADVISORY SERVICES PTY LIMITED (IN LIQUIDATION)	Australia
63267032.00	MACQUARIE SCIENCE HOLDINGS PTY LIMITED	Australia
2832126.00	MACQUARIE SECURITIES (AUSTRALIA) LIMITED	Australia
1748511.00	MACQUARIE SECURITIES (NZ) LIMITED	New Zealand
10553900000.00	MACQUARIE SECURITIES (THAILAND) LIMITED	Thailand
7283920.00	Macquarie Securities (UK) Limited	United Kingdom
728007-6	Macquarie Securities Financing Ltd (Canada)	Canada
104-81-99444	MACQUARIE SECURITIES KOREA LIMITED	Korea, Republic of
3435443.00	MACQUARIE SECURITIES MANAGEMENT PTY LIMITED	Australia
2006/023546/07	MACQUARIE SECURITIES SOUTH AFRICA (PROPRIETARY) LIMITED	South Africa
641342.00	MACQUARIE SECURITISATION (HONG KONG) LIMITED	Hong Kong
75289002.00	MACQUARIE SECURITISATION (OBU) PTY LIMITED	Australia
3297336.00	MACQUARIE SECURITISATION LIMITED	Australia
010473862-3438695	Macquarie Securitization USA LLC	United States
496224.00	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
125336101.00	MACQUARIE SHENTON PTY LIMITED	Australia

127761871.00	MACQUARIE SHEP INVESTMENTS PTY LIMITED	Australia
	Macquarie Sierra Investment Holdings Inc.	United States
96705341.00	MACQUARIE SOUTH KINGSCLIFF PTY LIMITED (In Liquidation)	Australia
EC#39329	MACQUARIE SPECIALISED ASSET MANAGEMENT (BERMUDA) LIMITED	Bermuda
75295608.00	MACQUARIE SPECIALISED ASSET MANAGEMENT 2 LIMITED	Australia
87382965.00	MACQUARIE SPECIALISED ASSET MANAGEMENT LIMITED	Australia
125 574 389	MACQUARIE SPECIALIST INVESTMENTS LENDING LIMITED	Australia
86587635.00	MACQUARIE STRUCTURED AND SPECIALIST INVESTMENTS HOLDINGS PTY LIMITED	Australia
HRB 87430	Macquarie Structured Products (Europe) GmbH	Germany
65747417.00	MACQUARIE STRUCTURED PRODUCTS (INTERNATIONAL) LIMITED	Australia
2009/012427/10	Macquarie Structured Products (International) Limited (Registered as an external Company in South Africa)	South Africa
8607074.00	MACQUARIE STRUCTURED PRODUCTS AUSTRALIA PTY LIMITED	Australia
489855.00	Macquarie Structured Securities (Europe) Public Limited Company	Ireland
8607038.00	MACQUARIE SWAN STREET PTY LIMITED	Australia
92034403.00	MACQUARIE SYNDICATE MANAGEMENT PTY LTD (Former Bank Group)	Australia
92034485.00	MACQUARIE SYNDICATE NOMINEE PTY LTD	Australia
65309033.00	MACQUARIE SYNDICATION (NO.12) PTY LIMITED	Australia
4668277.00	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
80218846.00	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
80472751.00	MACQUARIE TECHNOLOGY VENTURES PTY LTD	Australia
8606906.00	MACQUARIE THIRTY-THIRD AVIATION LEASING PTY. LIMITED	Australia
9642933.00	MACQUARIE TOURISM & LEISURE PTY LIMITED (IN LIQUIDATION)	Australia
	Macquarie Townsend LLC	United States
4598172.00	MACQUARIE TRADING HOLDINGS INC.	United States
4240237.00	MACQUARIE TRADING SERVICES INC	United States
28999.00	MACQUARIE TREASURY MANAGEMENT LTD.	Bermuda
HRB 76979	Macquarie Treuvermoegen GmbH	Germany
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
121530041.00	MACQUARIE TRUE INDEX INTERNATIONAL EQUITIES FUND	Australia
ARSN 093 394 515	MACQUARIE TRUE INDEX LISTED PROPERTY	Australia
6697750.00	Macquarie Trustees Limited	United Kingdom
2007/035961/07	Macquarie Trustees South Africa (Proprietary) Limited	South Africa
8607109.00	MACQUARIE TWENTIETH AVIATION LEASING PTY. LIMITED	Australia
8606844.00	MACQUARIE TWENTY-SEVENTH AVIATION LEASING PTY. LIMITED - IN LIQUIDATION	Australia
2579363.00	Macquarie UK Holdings Limited	United Kingdom
115219988.00	MACQUARIE UK PROPERTY MANAGEMENT PTY LIMITED	Australia
	Macquarie US Trading LLC	United States
261723.00	MACQUARIE VEHICLES (NZ) LIMITED	New Zealand
4517192.00	Macquarie Veridian Cove Inc.	United States
HRB 232580	Macquarie Verwaltungs GmbH	Germany
4474070.00	Macquarie Water Heater Rentals Holdings 2 LLC	United States
4370515.00	Macquarie Water Heater Rentals Holdings LLC	United States
4370511.00	Macquarie Water Heater Rentals LLC	United States
4684158.00	MACQUARIE WATERFRONT PEARL INC.	United States
213181.00	Macquarie Zhaopin Holdings Limited	Cayman Islands
6010500.00	MAIL HOLDINGS PTY LIMITED	Australia
66195.00	MALL Jet Partners LDC	Cayman Islands
66690.00	MALL Partners I, LDC	Cayman Islands
86503.00	MALL Partners II Limited	Cayman Islands
CR-93169	MALL Partners III Limited	Cayman Islands
54786.00	MALL/CL Air Leasing Cooperative Association	(Netherlands Antilles)
	MAP HOLDING TRUST	Australia
MC-257951	MAP II GP Limited	Cayman Islands
90975456.00	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
LL08078	MASL (Labuan) Limited	Malaysia
446197.00	MASL Ireland (10) Limited	Ireland
446196.00	MASL Ireland (11) Limited	Ireland
446195.00	MASL Ireland (12) Limited	Ireland
446206.00	MASL Ireland (13) Limited	Ireland

446207.00	MASL Ireland (14) Limited	Ireland
446210.00	MASL Ireland (17) Limited	Ireland
446187.00	MASL Ireland (18) Limited	Ireland
446188.00	MASL Ireland (19) Limited	Ireland
446205.00	MASL Ireland (2) Limited	Ireland
446189.00	MASL Ireland (20) Limited	Ireland
446190.00	MASL Ireland (21) Limited	Ireland
446191.00	MASL Ireland (22) Limited	Ireland
446192.00	MASL Ireland (23) Limited	Ireland
447475.00	MASL Ireland (24) Limited	Ireland
447474.00	MASL Ireland (25) Limited	Ireland
447987.00	MASL Ireland (26) Limited	Ireland
448204.00	MASL Ireland (27) Limited	Ireland
447980.00	MASL Ireland (28) Limited	Ireland
447981.00	MASL Ireland (29) Limited	Ireland
446204.00	MASL Ireland (3) Limited	Ireland
447982.00	MASL Ireland (30) Limited	Ireland
447983.00	MASL Ireland (31) Limited	Ireland
447984.00	MASL Ireland (32) Limited	Ireland
447985.00	MASL Ireland (33) Limited	Ireland
451456.00	MASL Ireland (34) Limited	Ireland
451173.00	MASL Ireland (35) Limited	Ireland
452129.00	MASL Ireland (36) Limited	Ireland
452130.00	MASL Ireland (37) Limited	Ireland
453683.00	MASL Ireland (38) Limited	Ireland
453684.00	MASL Ireland (39) Limited	Ireland
446203.00	MASL Ireland (4) Limited	Ireland
446202.00	MASL Ireland (5) Limited	Ireland
446201.00	MASL Ireland (6) Limited	Ireland
446200.00	MASL Ireland (7) Limited	Ireland
446199.00	MASL Ireland (8) Limited	Ireland
446198.00	MASL Ireland (9) Limited	Ireland
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
6386342.00	MASL UK (1) Limited	United Kingdom
8607092.00	MBL REALTY INVESTMENT MANAGEMENT PTY. LIMITED	Australia
363941.00	MC CAPITAL GROUP	Ireland
69343693.00	MC CAPITAL HOLDINGS NO.1 PTY LIMITED	Australia
69343791.00	MC CAPITAL HOLDINGS NO.2 PTY LIMITED	Australia
146 752 329	MC EDUCATION HOLDINGS PTY LTD	Australia
78223382.00	MCF LEASING PTY LIMITED	Australia
977935.00	MCNEE HOLDINGS PTY LIMITED (IN LIQUIDATION)	Australia
4526019.00	MCP Solar Assets Partners I LLC	United States
452697.00	MCP Solar Assets Partners II LLC	United States
4625932.00	MEF US HOLDINGS INC.	United States
4866246.00	MEIF (UK) Limited	United Kingdom
132 468 734	MELRO HOLDCO PTY LIMITED	Australia
2223765.00	Merino Air Leasing, Inc.	United States
84781555.00	MERIT MANAGEMENT NO.1 PTY LIMITED - IN LIQUIDATION	Australia
84781493.00	MERIT NO.1 PTY LIMITED	Australia
200708397H	MGJ HOLDINGS PTE. LIMITED	Singapore
200708397H	MGJ HOLDINGS PTE. LIMITED (Former Bank Group)	Singapore
4346896.00	MGOP Feeder I GP LLC	United States
4661999.00	MIAC HOLDINGS (US) INC.	United States
4662005.00	MIAC SERVICES INC.	United States
4323418.00	MIF US Investment Holdings LLC	United States
4323415.00	MIF US INVESTMENT PARTNERSHIP	United States
4261648.00	MIHI LLC	United States
0100-02-032951	MJL ACE LTD.	Japan
0100-02-032952	MJL BAY LTD.	Japan
8108745.00	MMT I LLC	United States
010473862-3438695	MMUSA Warehouse No. 1 LLC	United States
3613926.00	Mongoose Acquisition LLC	United States
103410297.00	MONGOOSE PTY LTD	Australia
WK-133920	Monkwell Investments Limited	Cayman Islands
5294380968.00	Montebianco Sport S.R.L.	Italy
Not Registered	MOORE STREET TRUST	Australia
451722.00	MPFI INVESTMENTS LIMITED	Ireland
MC-162571	MQ ABSOLUTE RETURN STRATEGIES - ASIA	Cayman Islands
	MQ Absolute Return Strategies - Asia LLC	United States
61160558.00	MQ CAPITAL PTY LIMITED	Australia
92552611.00	MQ PORTFOLIO MANAGEMENT LIMITED	Australia

200703288K	MQ SPECIALISED INVESTMENT MANAGEMENT (SINGAPORE) PTE.	Singapore
86438995.00	MQ SPECIALIST INVESTMENT MANAGEMENT LIMITED	Australia
U51909MH2012FTC226545	MQG Commodities (India) Private Limited	India
109837783.00	MREEF SSF MANAGEMENT LIMITED (Former Bank Group)	Australia
109837783.00	MREEF SSF MANAGEMENT PTY LIMITED (IN DEREGISTRATION)	Australia
129962269.00	MSI CASH TRUST	Australia
124335333.00	MTF HOLDINGS PTY LIMITED	Australia
117100615.00	MUSASHI INVESTOR PTY LIMITED (IN LIQUIDATION)	Australia
3337675.00	NANWAY NOMINEES PTY LIMITED	Australia
451296.00	NCH Symphony Limited (in liquidation)	Ireland
4107909.00	NDI NO.1 LLC	United States
B132283	New World Gaming International S.a.r.l	Luxembourg
BC0883591	NWG Canada Investments Ltd.	Canada
157723441.00	NZ MORTGAGES PTY LIMITED	Australia
CR-114570	O'Farrell Leasing (Holdings) Ltd.	Cayman Islands
	OLF, LLC	United States
109649292.00	OLICC TECHNOLOGIES PTY LTD	Australia
79630603.00	OMNI LEISURE OPERATIONS PTY LIMITED (In Liquidation)	Australia
	One Call Debt Help LLC	United States
131 233 719	OPEN BROADBAND AUSTRALIA PTY LTD	Australia
113519823.00	OT HOLDINGS PTY LIMITED	Australia
115771992.00	OUTPLAN PTY LIMITED	Australia
205391.00	OW Funding Limited	Cayman Islands
71982244.00	PACIFIC RIM OPERATIONS LIMITED	Australia
4444506.00	PADUA MG HOLDINGS LLC	United States
107805452.00	PARENTS@WORK PTY LIMITED	Australia
134 011 313	PARETO GLOBAL RISK ADJUSTED ALPHA TRUST	Australia
490262.00	Pathglade Limited	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
C205304	PIRANGUT CYPRUS NO. 2 LIMITED (Former Bank Group)	Cyprus
117100599.00	PLEIADES INVESTOR PTY LIMITED (IN DEREGISTRATION)	Australia
80106412.00	POLAR FINANCE LIMITED	Australia
2382149.00	Presidio Partners LLC	United States
	Prodigal Asian Long Short Fund	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
not registered	PUMA GLOBAL TRUST NO. 1	Australia
not registered	PUMA GLOBAL TRUST NO. 2	Australia
not registered	PUMA GLOBAL TRUST NO. 3	Australia
not registered	PUMA GLOBAL TRUST NO. 4	Australia
not registered	PUMA GLOBAL TRUST NO. S1	Australia
not registered	PUMA GLOBAL TRUST NO.5	Australia
64904212.00	PUMA MANAGEMENT PTY LIMITED	Australia
not registered	PUMA MASTER FUND E-3	Australia
not registered	PUMA MASTER FUND P-10	Australia
not registered	PUMA MASTER FUND P-11	Australia
not registered	PUMA MASTER FUND P-6	Australia
	PUMA MASTER FUND P-7	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 P12	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 S-10	Australia
	PUMA MASTERFUND S-11	Australia
	PUMA MASTERFUND S3	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
not registered	PUMA SUB FUND ACHM	Australia
not registered	PUMA SUB FUND CP	Australia

not registered	PUMA SUB FUND CP2	Australia
not registered	PUMA SUB FUND CP3	Australia
not registered	PUMA SUB FUND CP4	Australia
not registered	PUMA SUB FUND CRS	Australia
Not registered	PUMA SUB FUND GSF	Australia
not registered	PUMA SUB FUND SABRE	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
118472441.00	RANSHAR PTY LTD - IN LIQUIDATION	Australia
4644365.00	RED HOLLOW WIND LLC	United States
200902000000.00	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
124947388.00	RESF NO. 1 PTY LTD	Australia
200921086K	RESOURCE MARINE PTE. LIMITED	Singapore
148013316.00	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
	Retirement Financial Services, Inc.	United States
153718079.00	RISK ADVICE SPECIALISTS PTY LTD	Australia
114 530 139	RISMARK INTERNATIONAL FUNDS MANAGEMENT LTD	Australia
	Rismark International Funds Management Trust	Australia
CH -150.4.000.882-8	Rosignol GmbH	Switzerland
P.I. 00351680079	Rosignol Lange S.R.L.	Italy
FN Innsbruck 30814	Rosignol Osterreich GmbH	Austria
161930029.00	Rosignol Sci S.R.L.	Italy
	Rosignol Ski Company, Incorporated	United States
HRB 7401	Rosignol Ski Deutschland GmbH	Germany
48603C1/GBL	SAN LING INVESTMENTS LIMITED (In Liquidation)	Mauritius
3484259.00	SHALINA PTY LIMITED	Australia
4721411.00	SHELBY ENERGY HOLDINGS, LLC	United States
464139.00	Shichi Limited	Ireland
2008/022345/07	Shieldco Securities S1 (Pty) Limited	South Africa
7163380.00	SiCURAnt InvestCo GP Limited	United Kingdom
606 320 174 RCS ANNECY	Skis Dynastar S.A.S.	France
835447.00	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
	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
8508030.00	SPAL PTY LIMITED	Australia
	Specialty Finance Holdings, Inc.	United States
HRB80040	Structural Support Systems Germany GmbH	Germany
128219330.00	SUREPARK HOLDINGS PTY LIMITED (Former Bank Group)	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
4439050.00	TAURUS AEROSPACE GROUP INC.	United States
4439057.00	TAURUS AEROSPACE GROUP LLC	United States

5058776.00	Taurus Aerospace Holdings, LLC	United States
unlisted	Taurus Enhanced Gold and Precious Metals Fund	Australia
	Tax Ease CA LLC	United States
	Tax Ease Employee Services Company LLC	United States
	Tax Ease FL 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 Investment 1 LLC	United States
	Tax Ease Lien Investment 3 LLC	United States
	Tax Ease Lien Investment 6 LLC	United States
	Tax Ease Lien Investment 8 LLC	United States
	Tax Ease Lien Servicing LLC	United States
	Tax Ease NY LLC	United States
	Tax Ease PA Inc	United States
	Tax Ease, LP	United States
113508160.00	TELBANE 2 PTY LIMITED	Australia
70142951.00	TELBANE PTY LTD	Australia
79630649.00	TEN7 PTY LIMITED	Australia
HRB80044	Tension Services Holdings GmbH	Germany
238030.00	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
64721080.00	TOUCHSTONE MACQUARIE PTY LIMITED	Australia
64721080.00	TOUCHSTONE MACQUARIE PTY LIMITED (Former Bank Group)	Australia
2012853459.00	Tristone Capital Global Inc.	Canada
208568022.00	Tristone Capital Inc.	Canada
5366079.00	Tristone Capital Limited	United Kingdom
	Tristone Capital LLC	United States
	Tristone Capital SA (Argentine Branch)	Argentina
2012712838.00	Tristone Capital SA Ltd	Canada
9633603.00	TRYPTIC PTY LIMITED - IN LIQUIDATION	Australia
114734557.00	UPL (CATHERINE FIELD) PTY LIMITED	Australia
116908537.00	UPL (KIRRA) PTY LIMITED	Australia
116908653.00	UPL (NO 10) PTY LIMITED	Australia
127048659.00	UPL (NO 15) PTY LIMITED	Australia
127049110.00	UPL (NO 19) PTY LIMITED	Australia
127049254.00	UPL (NO 22) PTY LIMITED	Australia
116908493.00	UPL (NO 6) PTY LIMITED	Australia
116908582.00	UPL (NO 7) PTY LIMITED	Australia
116908635.00	UPL (NO 9) PTY LIMITED	Australia
114734986.00	UPL (NO. 11) PTY LIMITED	Australia
115793685.00	UPL (NSW) PTY LIMITED	Australia
115007933.00	UPL (PORTARLINGTON) PTY LIMITED (IN LIQUIDATION)	Australia
85359833.00	UPL (SA) PTY LIMITED	Australia
84657616.00	UPL (UNDERDALE) PTY LIMITED	Australia
95793141.00	UPL (WA) PTY LTD	Australia
115007755.00	UPL (WHITBY) PTY LIMITED	Australia
81119619.00	UPL DEVELOPMENTS PTY LIMITED	Australia
55500902.00	UPMILL NOMINEES PTY LIMITED	Australia
113918166.00	URBAN PACIFIC (BEROWRA) PTY LIMITED	Australia
115131345.00	URBAN PACIFIC (FLETCHER) PTY LIMITED (IN LIQUIDATION)	Australia
114197429.00	URBAN PACIFIC (SOMERSET) PTY LIMITED (IN LIQUIDATION)	Australia
81119495.00	URBAN PACIFIC PTY LIMITED	Australia
92034458.00	URBAN PACIFIC SPRINGTHORPE INVESTMENT PTY LIMITED	Australia
3705740.00	Utility Metering Services Limited	United Kingdom
	Utility Service Partners Private Label of Virginia Inc.	United States
3993140.00	UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.	United States
3709191.00	UTILITY SERVICE PARTNERS, INC.	United States
8592916.00	UTOPIA PTY LIMITED	Australia
3201303.00	VALCORA PTY LIMITED - IN LIQUIDATION	Australia
WK-137396	Valley Leasing Limited	Cayman Islands
107-87-51612	VALUE LOAN MORTGAGE LLC	Korea, Republic of
WK-166995	West Portal Leasing Limited	Cayman Islands
54813080.00	WOODROSS NOMINEES PTY. LIMITED	Australia
	YAYASAN HUTAN HIJAU (Former Non-Bank Group)	Indonesia
5532426.00	YBR Feeder GP Limited	United Kingdom

1449995.00	Yorkton Capital Partners II Inc.	Canada
1430727.00	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
2798503.00	ZELENKA PTY LIMITED - IN LIQUIDATION	Australia

ANNEXURE 'B'

This is the annexure marked 'B' of 19 page(s) referred to in the Notice of change of interests of substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
4 June 2014

Consideration

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
31-Jan-14	MBL	Borrow delivery under stock lending agreement. Refer to annexure C.	AUD 57.07	4,000	FPO	4,000
05-Feb-14	MBL	Borrow delivery under stock lending agreement. Refer to annexure C.	AUD 56.79	2,000	FPO	2,000
14-Feb-14	MBL	Borrow return under stock lending agreement. Refer to annexure C.	AUD 57.34	-4,000	FPO	4,000
14-Feb-14	MBL	Borrow return under stock lending agreement. Refer to annexure C.	AUD 57.34	-2,000	FPO	2,000
06-May-14	MBL	Borrow delivery under stock lending agreement. Refer to annexure C.	AUD 63.48	2,000	FPO	2,000
07-May-14	MBL	Borrow delivery under stock lending agreement. Refer to annexure C.	AUD 63.48	5,000	FPO	5,000
08-May-14	MBL	Borrow delivery under stock lending agreement. Refer to annexure C.	AUD 63.48	1,500	FPO	1,500
16-May-14	MBL	Borrow return under stock lending agreement. Refer to annexure C.	AUD 62.12	-5,000	FPO	5,000
26-May-14	MBL	Borrow return under stock lending agreement. Refer to annexure C.	AUD 62.42	-620	FPO	620
17-Dec-13	MBL	On market sale	AUD 52.10	-2,250.00	FPO	2,250
18-Dec-13	MBL	On market sale	AUD 52.21	-13,250.00	FPO	13,250
19-Dec-13	MBL	On market sale	AUD 53.10	-4,259.00	FPO	4,259
20-Dec-13	MBL	On market purchase	AUD 54.80	10,353.00	FPO	10,353
23-Dec-13	MBL	On market sale	AUD 55.00	-7,093.00	FPO	7,093
23-Dec-13	MBL	On market purchase	AUD 55.00	1,529.00	FPO	1,529
24-Dec-13	MBL	On market sale	AUD 55.95	-680	FPO	680
27-Dec-13	MBL	On market sale	AUD 54.95	-1,000.00	FPO	1,000
27-Dec-13	MBL	On market purchase	AUD 54.95	6,657.00	FPO	6,657
31-Dec-13	MBL	On market purchase	AUD 54.97	1,346.00	FPO	1,346
02-Jan-14	MBL	On market sale	AUD 0.00	-6,693.00	FPO	6,693
02-Jan-14	MBL	On market purchase	AUD 0.00	6,693.00	FPO	6,693
08-Jan-14	MBL	On market sale	AUD 54.35	-12,284.00	FPO	12,284
09-Jan-14	MBL	On market purchase	AUD 54.48	1,500.00	FPO	1,500
14-Jan-14	MBL	On market sale	AUD 52.80	-1,653,375.00	FPO	1,653,375
14-Jan-14	MBL	On market sale	AUD 52.80	-40,000.00	FPO	40,000
14-Jan-14	MBL	On market purchase	AUD 52.80	40,000.00	FPO	40,000
14-Jan-14	MBL	On market purchase	AUD 52.80	1,653,375.00	FPO	1,653,375
15-Jan-14	MBL	On market sale	AUD 53.32	-5,000.00	FPO	5,000
15-Jan-14	MBL	On market sale	AUD 53.36	-4,279.00	FPO	4,279
15-Jan-14	MBL	On market sale	AUD 53.36	-621	FPO	621
15-Jan-14	MBL	On market sale	AUD 53.36	-100	FPO	100
16-Jan-14	MBL	On market sale	AUD 53.95	-14,600.00	FPO	14,600
16-Jan-14	MBL	On market sale	AUD 53.94	-400	FPO	400
20-Jan-14	MBL	On market sale	AUD 53.96	-12,310.00	FPO	12,310
20-Jan-14	MBL	On market sale	AUD 53.35	-10,000.00	FPO	10,000
21-Jan-14	MBL	On market sale	AUD 53.98	-4,810.00	FPO	4,810
21-Jan-14	MBL	On market sale	AUD 53.69	-2,882.00	FPO	2,882
21-Jan-14	MBL	On market sale	AUD 53.69	-1,838.00	FPO	1,838
21-Jan-14	MBL	On market sale	AUD 53.69	-280	FPO	280
21-Jan-14	MBL	On market sale	AUD 53.98	-190	FPO	190

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
22-Jan-14	MBL	On market sale	AUD 53.85	-12,251.00	FPO	12,251
22-Jan-14	MBL	On market sale	AUD 54.52	-4,576.00	FPO	4,576
22-Jan-14	MBL	On market sale	AUD 54.93	-4,000.00	FPO	4,000
22-Jan-14	MBL	On market sale	AUD 54.50	-224	FPO	224
22-Jan-14	MBL	On market sale	AUD 54.50	-200	FPO	200
22-Jan-14	MBL	On market purchase	AUD 54.93	17,117.00	FPO	17,117
23-Jan-14	MBL	On market sale	AUD 55.72	-35,088.00	FPO	35,088
23-Jan-14	MBL	On market sale	AUD 55.75	-5,100.00	FPO	5,100
23-Jan-14	MBL	On market sale	AUD 55.73	-2,000.00	FPO	2,000
23-Jan-14	MBL	On market purchase	AUD 55.72	35,088.00	FPO	35,088
24-Jan-14	MBL	On market sale	AUD 46.40	-480,236.00	FPO	480,236
24-Jan-14	MBL	On market sale	AUD 55.88	-1,400.00	FPO	1,400
24-Jan-14	MBL	On market purchase	AUD 46.40	480,236.00	FPO	480,236
28-Jan-14	MBL	On market sale	AUD 54.35	-3,944.00	FPO	3,944
29-Jan-14	MBL	On market sale	AUD 54.94	-7,300.00	FPO	7,300
29-Jan-14	MBL	On market sale	AUD 55.31	-4,281.00	FPO	4,281
29-Jan-14	MBL	On market sale	AUD 55.03	-2,500.00	FPO	2,500
29-Jan-14	MBL	On market sale	AUD 55.30	-719	FPO	719
29-Jan-14	MBL	On market sale	AUD 54.97	-200	FPO	200
29-Jan-14	MBL	On market purchase	AUD 55.31	21	FPO	21
30-Jan-14	MBL	On market purchase	AUD 54.66	7,901.00	FPO	7,901
31-Jan-14	MBL	On market sale	AUD 54.09	-8,000.00	FPO	8,000
31-Jan-14	MBL	On market purchase	AUD 54.09	2,000.00	FPO	2,000
03-Feb-14	MBL	On market sale	AUD 53.88	-4,800.00	FPO	4,800
03-Feb-14	MBL	On market sale	AUD 53.89	-200	FPO	200
03-Feb-14	MBL	On market purchase	AUD 53.84	905	FPO	905
04-Feb-14	MBL	On market sale	AUD 53.04	-5,000.00	FPO	5,000
04-Feb-14	MBL	On market sale	AUD 52.70	-5,000.00	FPO	5,000
04-Feb-14	MBL	On market sale	AUD 52.72	-4,800.00	FPO	4,800
04-Feb-14	MBL	On market sale	AUD 52.83	-4,535.00	FPO	4,535
04-Feb-14	MBL	On market sale	AUD 52.82	-465	FPO	465
04-Feb-14	MBL	On market sale	AUD 52.76	-200	FPO	200
04-Feb-14	MBL	On market purchase	AUD 52.92	1,500.00	FPO	1,500
05-Feb-14	MBL	On market sale	AUD 53.52	-10,768.00	FPO	10,768
05-Feb-14	MBL	On market sale	AUD 53.20	-9,572.00	FPO	9,572
05-Feb-14	MBL	On market sale	AUD 53.41	-4,000.00	FPO	4,000
05-Feb-14	MBL	On market sale	AUD 53.20	-428	FPO	428
05-Feb-14	MBL	On market sale	AUD 53.50	-100	FPO	100
05-Feb-14	MBL	On market purchase	AUD 53.11	9,400.00	FPO	9,400
06-Feb-14	MBL	On market sale	AUD 53.11	-25,763.00	FPO	25,763
06-Feb-14	MBL	On market sale	AUD 54.00	-11,890.00	FPO	11,890
06-Feb-14	MBL	On market sale	AUD 53.91	-9,800.00	FPO	9,800
06-Feb-14	MBL	On market sale	AUD 53.91	-200	FPO	200
07-Feb-14	MBL	On market sale	AUD 54.00	-12,728.00	FPO	12,728
07-Feb-14	MBL	On market sale	AUD 54.87	-5,887.00	FPO	5,887
07-Feb-14	MBL	On market sale	AUD 54.91	-5,860.00	FPO	5,860
07-Feb-14	MBL	On market sale	AUD 54.89	-4,817.00	FPO	4,817
07-Feb-14	MBL	On market sale	AUD 54.72	-4,671.00	FPO	4,671
07-Feb-14	MBL	On market sale	AUD 54.72	-329	FPO	329
07-Feb-14	MBL	On market sale	AUD 54.89	-183	FPO	183
07-Feb-14	MBL	On market sale	AUD 54.91	-140	FPO	140
10-Feb-14	MBL	On market sale	AUD 54.87	-12,642.00	FPO	12,642
10-Feb-14	MBL	On market sale	AUD 55.62	-3,892.00	FPO	3,892
11-Feb-14	MBL	On market purchase	AUD 53.52	13,598.00	FPO	13,598
12-Feb-14	MBL	On market sale	AUD 54.20	-6,400.00	FPO	6,400
12-Feb-14	MBL	On market sale	AUD 54.21	-600	FPO	600
12-Feb-14	MBL	On market purchase	AUD 54.61	5,200.00	FPO	5,200
13-Feb-14	MBL	On market sale	AUD 54.77	-14,226.00	FPO	14,226
13-Feb-14	MBL	On market sale	AUD 55.12	-6,494.00	FPO	6,494
13-Feb-14	MBL	On market sale	AUD 55.13	-506	FPO	506
14-Feb-14	MBL	On market sale	AUD 55.36	-2,350.00	FPO	2,350
17-Feb-14	MBL	On market sale	AUD 55.59	-474	FPO	474
18-Feb-14	MBL	On market purchase	AUD 55.99	13,937.00	FPO	13,937
19-Feb-14	MBL	On market sale	AUD 55.97	-9,843.00	FPO	9,843
20-Feb-14	MBL	On market sale	AUD 55.26	-5,094.00	FPO	5,094
20-Feb-14	MBL	On market purchase	AUD 55.19	512	FPO	512
20-Feb-14	MBL	On market purchase	AUD 55.20	6,488.00	FPO	6,488
21-Feb-14	MBL	On market purchase	AUD 55.32	100	FPO	100
21-Feb-14	MBL	On market purchase	AUD 55.34	600	FPO	600
21-Feb-14	MBL	On market purchase	AUD 55.32	5,900.00	FPO	5,900
24-Feb-14	MBL	On market sale	AUD 55.34	-3,984.00	FPO	3,984
24-Feb-14	MBL	On market purchase	AUD 55.34	3,984.00	FPO	3,984
25-Feb-14	MBL	On market purchase	AUD 55.82	400	FPO	400
26-Feb-14	MBL	On market purchase	AUD 55.61	3,586.00	FPO	3,586

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
27-Feb-14	MBL	On market sale	AUD 55.64	-1,260.00	FPO	1,260
28-Feb-14	MBL	On market purchase	AUD 56.27	546	FPO	546
03-Mar-14	MBL	On market sale	AUD 55.35	-307	FPO	307
04-Mar-14	MBL	On market sale	AUD 55.61	-1,959.00	FPO	1,959
05-Mar-14	MBL	On market sale	AUD 56.55	-4,797.00	FPO	4,797
05-Mar-14	MBL	On market purchase	AUD 56.55	4,797.00	FPO	4,797
05-Mar-14	MBL	On market purchase	AUD 56.55	4,797.00	FPO	4,797
06-Mar-14	MBL	On market sale	AUD 56.55	-2,807.00	FPO	2,807
06-Mar-14	MBL	On market purchase	AUD 56.72	691	FPO	691
06-Mar-14	MBL	On market purchase	AUD 56.55	2,807.00	FPO	2,807
07-Mar-14	MBL	On market purchase	AUD 56.84	4,748.00	FPO	4,748
10-Mar-14	MBL	On market sale	AUD 56.60	-5,848.00	FPO	5,848
10-Mar-14	MBL	On market purchase	AUD 56.84	23,897.00	FPO	23,897
11-Mar-14	MBL	On market sale	AUD 56.69	-5,400.00	FPO	5,400
12-Mar-14	MBL	On market purchase	AUD 55.93	556	FPO	556
13-Mar-14	MBL	On market purchase	AUD 55.40	2,000.00	FPO	2,000
13-Mar-14	MBL	On market purchase	AUD 55.93	16,317.00	FPO	16,317
14-Mar-14	MBL	On market purchase	AUD 54.25	1,194.00	FPO	1,194
17-Mar-14	MBL	On market purchase	AUD 54.41	5,600.00	FPO	5,600
18-Mar-14	MBL	On market purchase	AUD 54.50	4,960.00	FPO	4,960
19-Mar-14	MBL	On market sale	AUD 54.50	-27,774.00	FPO	27,774
19-Mar-14	MBL	On market sale	AUD 54.50	-17,950.00	FPO	17,950
20-Mar-14	MBL	On market sale	AUD 54.00	-115,872.00	FPO	115,872
20-Mar-14	MBL	On market sale	AUD 54.23	-4,500.00	FPO	4,500
21-Mar-14	MBL	On market sale	AUD 54.83	-4,114.00	FPO	4,114
24-Mar-14	MBL	On market purchase	AUD 56.42	11,200.00	FPO	11,200
25-Mar-14	MBL	On market sale	AUD 56.53	-5,900.00	FPO	5,900
26-Mar-14	MBL	On market sale	AUD 57.11	-29,201.00	FPO	29,201
26-Mar-14	MBL	On market purchase	AUD 57.44	900	FPO	900
26-Mar-14	MBL	On market purchase	AUD 57.11	29,201.00	FPO	29,201
27-Mar-14	MBL	On market purchase	AUD 57.36	9,050.00	FPO	9,050
28-Mar-14	MBL	On market purchase	AUD 57.65	3,000.00	FPO	3,000
31-Mar-14	MBL	On market purchase	AUD 57.93	1,582.00	FPO	1,582
01-Apr-14	MBL	On market sale	AUD 57.81	-1,243.00	FPO	1,243
01-Apr-14	MBL	On market sale	AUD 57.33	-784	FPO	784
01-Apr-14	MBL	On market sale	AUD 57.78	-430	FPO	430
01-Apr-14	MBL	On market sale	AUD 57.42	-425	FPO	425
01-Apr-14	MBL	On market sale	AUD 57.67	-392	FPO	392
01-Apr-14	MBL	On market sale	AUD 57.54	-196	FPO	196
01-Apr-14	MBL	On market sale	AUD 57.73	-196	FPO	196
01-Apr-14	MBL	On market sale	AUD 57.30	-196	FPO	196
01-Apr-14	MBL	On market purchase	AUD 57.95	1,277.00	FPO	1,277
01-Apr-14	MBL	On market purchase	AUD 57.95	1,700.00	FPO	1,700
02-Apr-14	MBL	On market sale	AUD 57.80	-15,903.00	FPO	15,903
02-Apr-14	MBL	On market sale	AUD 57.80	-102	FPO	102
03-Apr-14	MBL	On market sale	AUD 57.81	-753	FPO	753
03-Apr-14	MBL	On market sale	AUD 57.85	-163	FPO	163
03-Apr-14	MBL	On market sale	AUD 57.88	-66	FPO	66
03-Apr-14	MBL	On market sale	AUD 57.97	-65	FPO	65
03-Apr-14	MBL	On market purchase	AUD 57.85	3,074.00	FPO	3,074
04-Apr-14	MBL	On market purchase	AUD 57.96	1,145.00	FPO	1,145
07-Apr-14	MBL	On market sale	AUD 57.35	-9,600.00	FPO	9,600
08-Apr-14	MBL	On market sale	AUD 56.64	-900	FPO	900
09-Apr-14	MBL	On market sale	AUD 56.96	-106	FPO	106
09-Apr-14	MBL	On market purchase	AUD 56.96	2,000.00	FPO	2,000
11-Apr-14	MBL	On market purchase	AUD 56.37	237	FPO	237
11-Apr-14	MBL	On market purchase	AUD 56.37	3,515.00	FPO	3,515
14-Apr-14	MBL	On market sale	AUD 55.00	-2,360.00	FPO	2,360
15-Apr-14	MBL	On market sale	AUD 55.80	-5,800.00	FPO	5,800
15-Apr-14	MBL	On market sale	AUD 55.79	-200	FPO	200
16-Apr-14	MBL	On market sale	AUD 55.58	-9,000.00	FPO	9,000
16-Apr-14	MBL	On market purchase	AUD 55.80	5,011.00	FPO	5,011
17-Apr-14	MBL	On market sale	AUD 55.97	-3,398.00	FPO	3,398
17-Apr-14	MBL	On market purchase	AUD 55.97	9,000.00	FPO	9,000
22-Apr-14	MBL	On market purchase	AUD 55.82	889	FPO	889
22-Apr-14	MBL	On market purchase	AUD 55.83	11,111.00	FPO	11,111
23-Apr-14	MBL	On market purchase	AUD 56.77	1,800.00	FPO	1,800
24-Apr-14	MBL	On market purchase	AUD 56.57	200	FPO	200
24-Apr-14	MBL	On market purchase	AUD 56.59	11,800.00	FPO	11,800
28-Apr-14	MBL	On market sale	AUD 57.10	-4,000.00	FPO	4,000
29-Apr-14	MBL	On market sale	AUD 57.77	-1,300.00	FPO	1,300
30-Apr-14	MBL	On market purchase	AUD 58.24	600	FPO	600
30-Apr-14	MBL	On market purchase	AUD 58.25	4,400.00	FPO	4,400
01-May-14	MBL	On market purchase	AUD 58.20	2,000.00	FPO	2,000

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
01-May-14	MBL	On market purchase	AUD 58.20	10,478.00	FPO	10,478
02-May-14	MBL	On market sale	AUD 58.70	-650	FPO	650
05-May-14	MBL	On market sale	AUD 60.46	-12,040.00	FPO	12,040
05-May-14	MBL	On market sale	AUD 59.36	-3,278.00	FPO	3,278
05-May-14	MBL	On market sale	AUD 59.35	-1,522.00	FPO	1,522
05-May-14	MBL	On market sale	AUD 59.35	-200	FPO	200
06-May-14	MBL	On market purchase	AUD 60.55	5,654.00	FPO	5,654
07-May-14	MBL	On market purchase	AUD 59.90	2,000.00	FPO	2,000
08-May-14	MBL	On market sale	AUD 60.12	-2,000.00	FPO	2,000
09-May-14	MBL	On market purchase	AUD 60.12	200	FPO	200
12-May-14	MBL	On market sale	AUD 59.84	-61	FPO	61
13-May-14	MBL	On market sale	AUD 60.00	-642	FPO	642
14-May-14	MBL	On market sale	AUD 58.97	-46,902.00	FPO	46,902
14-May-14	MBL	On market purchase	AUD 58.92	300	FPO	300
14-May-14	MBL	On market purchase	AUD 59.00	300	FPO	300
14-May-14	MBL	On market purchase	AUD 58.99	358	FPO	358
14-May-14	MBL	On market purchase	AUD 58.93	1,817.00	FPO	1,817
14-May-14	MBL	On market purchase	AUD 59.00	2,193.00	FPO	2,193
14-May-14	MBL	On market purchase	AUD 59.16	3,500.00	FPO	3,500
14-May-14	MBL	On market purchase	AUD 59.00	4,045.00	FPO	4,045
14-May-14	MBL	On market purchase	AUD 59.00	5,411.00	FPO	5,411
14-May-14	MBL	On market purchase	AUD 58.94	10,026.00	FPO	10,026
14-May-14	MBL	On market purchase	AUD 58.92	11,105.00	FPO	11,105
14-May-14	MBL	On market purchase	AUD 59.00	11,347.00	FPO	11,347
15-May-14	MBL	On market sale	AUD 58.93	-7,031.00	FPO	7,031
15-May-14	MBL	On market purchase	AUD 58.95	39	FPO	39
15-May-14	MBL	On market purchase	AUD 58.78	150	FPO	150
15-May-14	MBL	On market purchase	AUD 58.95	300	FPO	300
15-May-14	MBL	On market purchase	AUD 58.95	300	FPO	300
15-May-14	MBL	On market purchase	AUD 58.95	560	FPO	560
15-May-14	MBL	On market purchase	AUD 58.80	840	FPO	840
15-May-14	MBL	On market purchase	AUD 59.18	1,000.00	FPO	1,000
15-May-14	MBL	On market purchase	AUD 58.94	1,109.00	FPO	1,109
15-May-14	MBL	On market purchase	AUD 58.95	1,350.00	FPO	1,350
15-May-14	MBL	On market purchase	AUD 58.95	2,383.00	FPO	2,383
15-May-14	MBL	On market purchase	AUD 59.02	13,282.00	FPO	13,282
16-May-14	MBL	On market sale	AUD 58.84	-501,825.00	FPO	501,825
16-May-14	MBL	On market sale	AUD 58.88	-1,200.00	FPO	1,200
16-May-14	MBL	On market purchase	AUD 58.85	5	FPO	5
16-May-14	MBL	On market purchase	AUD 58.85	20	FPO	20
16-May-14	MBL	On market purchase	AUD 58.85	33	FPO	33
16-May-14	MBL	On market purchase	AUD 58.85	56	FPO	56
16-May-14	MBL	On market purchase	AUD 58.85	193	FPO	193
16-May-14	MBL	On market purchase	AUD 58.85	201	FPO	201
16-May-14	MBL	On market purchase	AUD 58.85	220	FPO	220
16-May-14	MBL	On market purchase	AUD 58.85	267	FPO	267
16-May-14	MBL	On market purchase	AUD 58.85	385	FPO	385
16-May-14	MBL	On market purchase	AUD 58.85	572	FPO	572
16-May-14	MBL	On market purchase	AUD 58.84	742	FPO	742
16-May-14	MBL	On market purchase	AUD 58.85	841	FPO	841
16-May-14	MBL	On market purchase	AUD 58.86	870	FPO	870
16-May-14	MBL	On market purchase	AUD 58.85	944	FPO	944
16-May-14	MBL	On market purchase	AUD 58.84	1,595.00	FPO	1,595
16-May-14	MBL	On market purchase	AUD 58.85	1,646.00	FPO	1,646
16-May-14	MBL	On market purchase	AUD 58.83	3,011.00	FPO	3,011
16-May-14	MBL	On market purchase	AUD 58.85	3,336.00	FPO	3,336
16-May-14	MBL	On market purchase	AUD 58.83	5,531.00	FPO	5,531
16-May-14	MBL	On market purchase	AUD 58.81	7,658.00	FPO	7,658
16-May-14	MBL	On market purchase	AUD 58.85	9,911.00	FPO	9,911
16-May-14	MBL	On market purchase	AUD 58.95	13,383.00	FPO	13,383
16-May-14	MBL	On market purchase	AUD 58.86	150,022.00	FPO	150,022
16-May-14	MBL	On market purchase	AUD 58.83	300,383.00	FPO	300,383
19-May-14	MBL	On market sale	AUD 58.81	-271,143.00	FPO	271,143
19-May-14	MBL	On market sale	AUD 58.75	-16,000.00	FPO	16,000
19-May-14	MBL	On market purchase	AUD 58.85	2	FPO	2
19-May-14	MBL	On market purchase	AUD 58.88	2	FPO	2
19-May-14	MBL	On market purchase	AUD 58.86	2	FPO	2
19-May-14	MBL	On market purchase	AUD 58.83	3	FPO	3
19-May-14	MBL	On market purchase	AUD 58.64	4	FPO	4
19-May-14	MBL	On market purchase	AUD 58.92	4	FPO	4
19-May-14	MBL	On market purchase	AUD 58.84	5	FPO	5
19-May-14	MBL	On market purchase	AUD 58.84	6	FPO	6
19-May-14	MBL	On market purchase	AUD 58.84	10	FPO	10
19-May-14	MBL	On market purchase	AUD 58.76	11	FPO	11

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
19-May-14	MBL	On market purchase	AUD 58.86	11	FPO	11
19-May-14	MBL	On market purchase	AUD 58.84	13	FPO	13
19-May-14	MBL	On market purchase	AUD 58.80	16	FPO	16
19-May-14	MBL	On market purchase	AUD 58.84	17	FPO	17
19-May-14	MBL	On market purchase	AUD 58.69	41	FPO	41
19-May-14	MBL	On market purchase	AUD 58.83	47	FPO	47
19-May-14	MBL	On market purchase	AUD 58.85	48	FPO	48
19-May-14	MBL	On market purchase	AUD 58.87	49	FPO	49
19-May-14	MBL	On market purchase	AUD 58.76	64	FPO	64
19-May-14	MBL	On market purchase	AUD 58.95	67	FPO	67
19-May-14	MBL	On market purchase	AUD 58.74	68	FPO	68
19-May-14	MBL	On market purchase	AUD 58.94	73	FPO	73
19-May-14	MBL	On market purchase	AUD 58.87	84	FPO	84
19-May-14	MBL	On market purchase	AUD 58.88	98	FPO	98
19-May-14	MBL	On market purchase	AUD 58.69	99	FPO	99
19-May-14	MBL	On market purchase	AUD 58.87	99	FPO	99
19-May-14	MBL	On market purchase	AUD 58.87	101	FPO	101
19-May-14	MBL	On market purchase	AUD 58.79	107	FPO	107
19-May-14	MBL	On market purchase	AUD 58.64	134	FPO	134
19-May-14	MBL	On market purchase	AUD 58.81	140	FPO	140
19-May-14	MBL	On market purchase	AUD 58.87	140	FPO	140
19-May-14	MBL	On market purchase	AUD 58.76	140	FPO	140
19-May-14	MBL	On market purchase	AUD 58.88	140	FPO	140
19-May-14	MBL	On market purchase	AUD 58.87	140	FPO	140
19-May-14	MBL	On market purchase	AUD 58.88	140	FPO	140
19-May-14	MBL	On market purchase	AUD 58.88	140	FPO	140
19-May-14	MBL	On market purchase	AUD 58.79	140	FPO	140
19-May-14	MBL	On market purchase	AUD 58.87	140	FPO	140
19-May-14	MBL	On market purchase	AUD 58.83	140	FPO	140
19-May-14	MBL	On market purchase	AUD 58.90	140	FPO	140
19-May-14	MBL	On market purchase	AUD 58.86	192	FPO	192
19-May-14	MBL	On market purchase	AUD 58.84	231	FPO	231
19-May-14	MBL	On market purchase	AUD 58.69	302	FPO	302
19-May-14	MBL	On market purchase	AUD 58.85	470	FPO	470
19-May-14	MBL	On market purchase	AUD 58.84	722	FPO	722
19-May-14	MBL	On market purchase	AUD 58.90	775	FPO	775
19-May-14	MBL	On market purchase	AUD 58.87	814	FPO	814
19-May-14	MBL	On market purchase	AUD 58.79	855	FPO	855
19-May-14	MBL	On market purchase	AUD 58.82	880	FPO	880
19-May-14	MBL	On market purchase	AUD 58.68	902	FPO	902
19-May-14	MBL	On market purchase	AUD 58.87	1,001.00	FPO	1,001
19-May-14	MBL	On market purchase	AUD 58.87	1,035.00	FPO	1,035
19-May-14	MBL	On market purchase	AUD 58.89	1,056.00	FPO	1,056
19-May-14	MBL	On market purchase	AUD 58.84	1,123.00	FPO	1,123
19-May-14	MBL	On market purchase	AUD 58.94	1,157.00	FPO	1,157
19-May-14	MBL	On market purchase	AUD 58.87	1,312.00	FPO	1,312
19-May-14	MBL	On market purchase	AUD 58.70	1,371.00	FPO	1,371
19-May-14	MBL	On market purchase	AUD 58.77	1,545.00	FPO	1,545
19-May-14	MBL	On market purchase	AUD 58.84	1,669.00	FPO	1,669
19-May-14	MBL	On market purchase	AUD 58.82	1,963.00	FPO	1,963
19-May-14	MBL	On market purchase	AUD 58.86	2,042.00	FPO	2,042
19-May-14	MBL	On market purchase	AUD 58.77	2,136.00	FPO	2,136
19-May-14	MBL	On market purchase	AUD 58.79	2,213.00	FPO	2,213
19-May-14	MBL	On market purchase	AUD 58.94	2,357.00	FPO	2,357
19-May-14	MBL	On market purchase	AUD 58.90	2,395.00	FPO	2,395
19-May-14	MBL	On market purchase	AUD 58.85	2,758.00	FPO	2,758
19-May-14	MBL	On market purchase	AUD 58.88	3,243.00	FPO	3,243
19-May-14	MBL	On market purchase	AUD 58.86	3,258.00	FPO	3,258
19-May-14	MBL	On market purchase	AUD 58.84	3,277.00	FPO	3,277
19-May-14	MBL	On market purchase	AUD 58.66	3,311.00	FPO	3,311
19-May-14	MBL	On market purchase	AUD 58.88	3,372.00	FPO	3,372
19-May-14	MBL	On market purchase	AUD 58.65	3,732.00	FPO	3,732
19-May-14	MBL	On market purchase	AUD 58.86	3,820.00	FPO	3,820
19-May-14	MBL	On market purchase	AUD 58.81	3,925.00	FPO	3,925
19-May-14	MBL	On market purchase	AUD 58.90	4,003.00	FPO	4,003
19-May-14	MBL	On market purchase	AUD 58.90	5,590.00	FPO	5,590
19-May-14	MBL	On market purchase	AUD 58.85	5,832.00	FPO	5,832
19-May-14	MBL	On market purchase	AUD 58.90	6,372.00	FPO	6,372
19-May-14	MBL	On market purchase	AUD 58.89	6,967.00	FPO	6,967
19-May-14	MBL	On market purchase	AUD 58.87	7,055.00	FPO	7,055
19-May-14	MBL	On market purchase	AUD 58.86	7,108.00	FPO	7,108
19-May-14	MBL	On market purchase	AUD 58.68	7,372.00	FPO	7,372
19-May-14	MBL	On market purchase	AUD 58.77	8,122.00	FPO	8,122
19-May-14	MBL	On market purchase	AUD 58.78	10,642.00	FPO	10,642

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
19-May-14	MBL	On market purchase	AUD 58.75	16,000.00	FPO	16,000
19-May-14	MBL	On market purchase	AUD 58.62	21,341.00	FPO	21,341
19-May-14	MBL	On market purchase	AUD 58.85	100,700.00	FPO	100,700
20-May-14	MBL	On market sale	AUD 58.54	-366,052.00	FPO	366,052
20-May-14	MBL	On market sale	AUD 58.38	-18,161.00	FPO	18,161
20-May-14	MBL	On market sale	AUD 58.38	-16,946.00	FPO	16,946
20-May-14	MBL	On market sale	AUD 58.70	-5,265.00	FPO	5,265
20-May-14	MBL	On market sale	AUD 58.70	-1,000.00	FPO	1,000
20-May-14	MBL	On market purchase	AUD 58.66	3	FPO	3
20-May-14	MBL	On market purchase	AUD 58.66	3	FPO	3
20-May-14	MBL	On market purchase	AUD 58.65	7	FPO	7
20-May-14	MBL	On market purchase	AUD 58.66	8	FPO	8
20-May-14	MBL	On market purchase	AUD 58.67	10	FPO	10
20-May-14	MBL	On market purchase	AUD 58.62	12	FPO	12
20-May-14	MBL	On market purchase	AUD 58.59	23	FPO	23
20-May-14	MBL	On market purchase	AUD 58.66	24	FPO	24
20-May-14	MBL	On market purchase	AUD 58.66	30	FPO	30
20-May-14	MBL	On market purchase	AUD 58.59	47	FPO	47
20-May-14	MBL	On market purchase	AUD 58.59	49	FPO	49
20-May-14	MBL	On market purchase	AUD 58.65	60	FPO	60
20-May-14	MBL	On market purchase	AUD 58.61	62	FPO	62
20-May-14	MBL	On market purchase	AUD 58.62	69	FPO	69
20-May-14	MBL	On market purchase	AUD 58.59	72	FPO	72
20-May-14	MBL	On market purchase	AUD 58.64	73	FPO	73
20-May-14	MBL	On market purchase	AUD 58.67	86	FPO	86
20-May-14	MBL	On market purchase	AUD 58.66	93	FPO	93
20-May-14	MBL	On market purchase	AUD 58.65	128	FPO	128
20-May-14	MBL	On market purchase	AUD 58.70	172	FPO	172
20-May-14	MBL	On market purchase	AUD 58.68	334	FPO	334
20-May-14	MBL	On market purchase	AUD 58.63	471	FPO	471
20-May-14	MBL	On market purchase	AUD 58.64	605	FPO	605
20-May-14	MBL	On market purchase	AUD 58.64	673	FPO	673
20-May-14	MBL	On market purchase	AUD 58.50	709	FPO	709
20-May-14	MBL	On market purchase	AUD 58.69	946	FPO	946
20-May-14	MBL	On market purchase	AUD 58.63	1,049.00	FPO	1,049
20-May-14	MBL	On market purchase	AUD 58.62	1,061.00	FPO	1,061
20-May-14	MBL	On market purchase	AUD 58.62	1,146.00	FPO	1,146
20-May-14	MBL	On market purchase	AUD 58.62	1,291.00	FPO	1,291
20-May-14	MBL	On market purchase	AUD 58.61	1,311.00	FPO	1,311
20-May-14	MBL	On market purchase	AUD 58.73	1,385.00	FPO	1,385
20-May-14	MBL	On market purchase	AUD 58.61	1,419.00	FPO	1,419
20-May-14	MBL	On market purchase	AUD 58.61	1,518.00	FPO	1,518
20-May-14	MBL	On market purchase	AUD 58.76	1,535.00	FPO	1,535
20-May-14	MBL	On market purchase	AUD 58.53	1,589.00	FPO	1,589
20-May-14	MBL	On market purchase	AUD 58.54	1,669.00	FPO	1,669
20-May-14	MBL	On market purchase	AUD 58.62	1,731.00	FPO	1,731
20-May-14	MBL	On market purchase	AUD 58.77	1,829.00	FPO	1,829
20-May-14	MBL	On market purchase	AUD 58.64	1,898.00	FPO	1,898
20-May-14	MBL	On market purchase	AUD 58.50	2,473.00	FPO	2,473
20-May-14	MBL	On market purchase	AUD 58.49	2,618.00	FPO	2,618
20-May-14	MBL	On market purchase	AUD 58.74	2,735.00	FPO	2,735
20-May-14	MBL	On market purchase	AUD 58.64	2,890.00	FPO	2,890
20-May-14	MBL	On market purchase	AUD 58.71	3,331.00	FPO	3,331
20-May-14	MBL	On market purchase	AUD 58.79	3,506.00	FPO	3,506
20-May-14	MBL	On market purchase	AUD 58.77	4,101.00	FPO	4,101
20-May-14	MBL	On market purchase	AUD 58.42	4,404.00	FPO	4,404
20-May-14	MBL	On market purchase	AUD 58.78	4,901.00	FPO	4,901
20-May-14	MBL	On market purchase	AUD 58.43	5,203.00	FPO	5,203
20-May-14	MBL	On market purchase	AUD 58.43	5,434.00	FPO	5,434
20-May-14	MBL	On market purchase	AUD 58.45	7,169.00	FPO	7,169
20-May-14	MBL	On market purchase	AUD 58.64	7,418.00	FPO	7,418
20-May-14	MBL	On market purchase	AUD 58.43	7,603.00	FPO	7,603
20-May-14	MBL	On market purchase	AUD 58.42	9,260.00	FPO	9,260
20-May-14	MBL	On market purchase	AUD 58.36	9,582.00	FPO	9,582
20-May-14	MBL	On market purchase	AUD 58.75	11,585.00	FPO	11,585
20-May-14	MBL	On market purchase	AUD 58.61	12,935.00	FPO	12,935
20-May-14	MBL	On market purchase	AUD 58.41	13,583.00	FPO	13,583
20-May-14	MBL	On market purchase	AUD 58.43	13,813.00	FPO	13,813
20-May-14	MBL	On market purchase	AUD 58.38	18,161.00	FPO	18,161
20-May-14	MBL	On market purchase	AUD 58.39	20,985.00	FPO	20,985
20-May-14	MBL	On market purchase	AUD 58.46	22,211.00	FPO	22,211
20-May-14	MBL	On market purchase	AUD 58.43	29,786.00	FPO	29,786
20-May-14	MBL	On market purchase	AUD 58.33	31,711.00	FPO	31,711
20-May-14	MBL	On market purchase	AUD 58.48	34,728.00	FPO	34,728

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
20-May-14	MBL	On market purchase	AUD 58.70	89,098.00	FPO	89,098
21-May-14	MBL	On market sale	AUD 58.26	-388,780.00	FPO	388,780
21-May-14	MBL	On market sale	AUD 58.42	-9,761.00	FPO	9,761
21-May-14	MBL	On market purchase	AUD 58.24	1	FPO	1
21-May-14	MBL	On market purchase	AUD 58.32	1	FPO	1
21-May-14	MBL	On market purchase	AUD 58.30	1	FPO	1
21-May-14	MBL	On market purchase	AUD 58.23	1	FPO	1
21-May-14	MBL	On market purchase	AUD 58.23	1	FPO	1
21-May-14	MBL	On market purchase	AUD 58.35	1	FPO	1
21-May-14	MBL	On market purchase	AUD 58.22	2	FPO	2
21-May-14	MBL	On market purchase	AUD 58.22	2	FPO	2
21-May-14	MBL	On market purchase	AUD 58.41	2	FPO	2
21-May-14	MBL	On market purchase	AUD 58.28	2	FPO	2
21-May-14	MBL	On market purchase	AUD 58.31	2	FPO	2
21-May-14	MBL	On market purchase	AUD 58.35	2	FPO	2
21-May-14	MBL	On market purchase	AUD 58.28	2	FPO	2
21-May-14	MBL	On market purchase	AUD 58.23	2	FPO	2
21-May-14	MBL	On market purchase	AUD 58.24	3	FPO	3
21-May-14	MBL	On market purchase	AUD 58.38	3	FPO	3
21-May-14	MBL	On market purchase	AUD 58.35	3	FPO	3
21-May-14	MBL	On market purchase	AUD 58.19	3	FPO	3
21-May-14	MBL	On market purchase	AUD 58.30	3	FPO	3
21-May-14	MBL	On market purchase	AUD 58.36	3	FPO	3
21-May-14	MBL	On market purchase	AUD 58.43	4	FPO	4
21-May-14	MBL	On market purchase	AUD 58.31	5	FPO	5
21-May-14	MBL	On market purchase	AUD 58.31	6	FPO	6
21-May-14	MBL	On market purchase	AUD 58.40	6	FPO	6
21-May-14	MBL	On market purchase	AUD 58.26	6	FPO	6
21-May-14	MBL	On market purchase	AUD 58.28	7	FPO	7
21-May-14	MBL	On market purchase	AUD 58.39	7	FPO	7
21-May-14	MBL	On market purchase	AUD 58.24	8	FPO	8
21-May-14	MBL	On market purchase	AUD 58.24	12	FPO	12
21-May-14	MBL	On market purchase	AUD 58.36	12	FPO	12
21-May-14	MBL	On market purchase	AUD 58.36	12	FPO	12
21-May-14	MBL	On market purchase	AUD 58.31	14	FPO	14
21-May-14	MBL	On market purchase	AUD 58.30	16	FPO	16
21-May-14	MBL	On market purchase	AUD 58.30	17	FPO	17
21-May-14	MBL	On market purchase	AUD 58.23	17	FPO	17
21-May-14	MBL	On market purchase	AUD 58.36	18	FPO	18
21-May-14	MBL	On market purchase	AUD 58.28	19	FPO	19
21-May-14	MBL	On market purchase	AUD 58.36	20	FPO	20
21-May-14	MBL	On market purchase	AUD 58.22	22	FPO	22
21-May-14	MBL	On market purchase	AUD 58.33	28	FPO	28
21-May-14	MBL	On market purchase	AUD 58.26	29	FPO	29
21-May-14	MBL	On market purchase	AUD 58.23	29	FPO	29
21-May-14	MBL	On market purchase	AUD 58.30	31	FPO	31
21-May-14	MBL	On market purchase	AUD 58.26	32	FPO	32
21-May-14	MBL	On market purchase	AUD 58.22	41	FPO	41
21-May-14	MBL	On market purchase	AUD 58.28	44	FPO	44
21-May-14	MBL	On market purchase	AUD 58.26	45	FPO	45
21-May-14	MBL	On market purchase	AUD 58.32	47	FPO	47
21-May-14	MBL	On market purchase	AUD 58.23	47	FPO	47
21-May-14	MBL	On market purchase	AUD 58.19	47	FPO	47
21-May-14	MBL	On market purchase	AUD 58.32	48	FPO	48
21-May-14	MBL	On market purchase	AUD 58.24	48	FPO	48
21-May-14	MBL	On market purchase	AUD 58.34	49	FPO	49
21-May-14	MBL	On market purchase	AUD 58.35	49	FPO	49
21-May-14	MBL	On market purchase	AUD 58.30	50	FPO	50
21-May-14	MBL	On market purchase	AUD 58.28	51	FPO	51
21-May-14	MBL	On market purchase	AUD 58.32	51	FPO	51
21-May-14	MBL	On market purchase	AUD 58.23	52	FPO	52
21-May-14	MBL	On market purchase	AUD 58.24	53	FPO	53
21-May-14	MBL	On market purchase	AUD 58.23	54	FPO	54
21-May-14	MBL	On market purchase	AUD 58.24	56	FPO	56
21-May-14	MBL	On market purchase	AUD 58.36	57	FPO	57
21-May-14	MBL	On market purchase	AUD 58.32	58	FPO	58
21-May-14	MBL	On market purchase	AUD 58.23	58	FPO	58
21-May-14	MBL	On market purchase	AUD 58.21	58	FPO	58
21-May-14	MBL	On market purchase	AUD 58.26	58	FPO	58
21-May-14	MBL	On market purchase	AUD 58.32	59	FPO	59
21-May-14	MBL	On market purchase	AUD 58.23	60	FPO	60
21-May-14	MBL	On market purchase	AUD 58.31	60	FPO	60
21-May-14	MBL	On market purchase	AUD 58.31	60	FPO	60
21-May-14	MBL	On market purchase	AUD 58.32	62	FPO	62

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
21-May-14	MBL	On market purchase	AUD 58.31	63	FPO	63
21-May-14	MBL	On market purchase	AUD 58.38	63	FPO	63
21-May-14	MBL	On market purchase	AUD 58.23	63	FPO	63
21-May-14	MBL	On market purchase	AUD 58.39	65	FPO	65
21-May-14	MBL	On market purchase	AUD 58.35	66	FPO	66
21-May-14	MBL	On market purchase	AUD 58.31	66	FPO	66
21-May-14	MBL	On market purchase	AUD 58.36	68	FPO	68
21-May-14	MBL	On market purchase	AUD 58.36	68	FPO	68
21-May-14	MBL	On market purchase	AUD 58.37	69	FPO	69
21-May-14	MBL	On market purchase	AUD 58.37	69	FPO	69
21-May-14	MBL	On market purchase	AUD 58.33	72	FPO	72
21-May-14	MBL	On market purchase	AUD 58.22	72	FPO	72
21-May-14	MBL	On market purchase	AUD 58.33	75	FPO	75
21-May-14	MBL	On market purchase	AUD 58.38	77	FPO	77
21-May-14	MBL	On market purchase	AUD 58.22	80	FPO	80
21-May-14	MBL	On market purchase	AUD 58.30	80	FPO	80
21-May-14	MBL	On market purchase	AUD 58.30	80	FPO	80
21-May-14	MBL	On market purchase	AUD 58.30	81	FPO	81
21-May-14	MBL	On market purchase	AUD 58.28	82	FPO	82
21-May-14	MBL	On market purchase	AUD 58.26	82	FPO	82
21-May-14	MBL	On market purchase	AUD 58.28	84	FPO	84
21-May-14	MBL	On market purchase	AUD 58.22	87	FPO	87
21-May-14	MBL	On market purchase	AUD 58.19	89	FPO	89
21-May-14	MBL	On market purchase	AUD 58.22	93	FPO	93
21-May-14	MBL	On market purchase	AUD 58.21	94	FPO	94
21-May-14	MBL	On market purchase	AUD 58.28	95	FPO	95
21-May-14	MBL	On market purchase	AUD 58.20	95	FPO	95
21-May-14	MBL	On market purchase	AUD 58.20	97	FPO	97
21-May-14	MBL	On market purchase	AUD 58.24	98	FPO	98
21-May-14	MBL	On market purchase	AUD 58.25	99	FPO	99
21-May-14	MBL	On market purchase	AUD 58.22	99	FPO	99
21-May-14	MBL	On market purchase	AUD 58.30	101	FPO	101
21-May-14	MBL	On market purchase	AUD 58.33	118	FPO	118
21-May-14	MBL	On market purchase	AUD 58.26	122	FPO	122
21-May-14	MBL	On market purchase	AUD 58.34	129	FPO	129
21-May-14	MBL	On market purchase	AUD 58.31	130	FPO	130
21-May-14	MBL	On market purchase	AUD 58.30	137	FPO	137
21-May-14	MBL	On market purchase	AUD 58.24	144	FPO	144
21-May-14	MBL	On market purchase	AUD 58.20	155	FPO	155
21-May-14	MBL	On market purchase	AUD 58.28	170	FPO	170
21-May-14	MBL	On market purchase	AUD 58.22	189	FPO	189
21-May-14	MBL	On market purchase	AUD 58.23	189	FPO	189
21-May-14	MBL	On market purchase	AUD 58.22	189	FPO	189
21-May-14	MBL	On market purchase	AUD 58.22	189	FPO	189
21-May-14	MBL	On market purchase	AUD 58.20	189	FPO	189
21-May-14	MBL	On market purchase	AUD 58.26	291	FPO	291
21-May-14	MBL	On market purchase	AUD 58.30	509	FPO	509
21-May-14	MBL	On market purchase	AUD 58.24	509	FPO	509
21-May-14	MBL	On market purchase	AUD 58.35	548	FPO	548
21-May-14	MBL	On market purchase	AUD 58.28	598	FPO	598
21-May-14	MBL	On market purchase	AUD 58.21	621	FPO	621
21-May-14	MBL	On market purchase	AUD 58.27	671	FPO	671
21-May-14	MBL	On market purchase	AUD 58.34	674	FPO	674
21-May-14	MBL	On market purchase	AUD 58.20	745	FPO	745
21-May-14	MBL	On market purchase	AUD 58.30	799	FPO	799
21-May-14	MBL	On market purchase	AUD 58.20	872	FPO	872
21-May-14	MBL	On market purchase	AUD 58.27	895	FPO	895
21-May-14	MBL	On market purchase	AUD 58.29	923	FPO	923
21-May-14	MBL	On market purchase	AUD 58.40	1,019.00	FPO	1,019
21-May-14	MBL	On market purchase	AUD 58.28	1,059.00	FPO	1,059
21-May-14	MBL	On market purchase	AUD 58.27	1,069.00	FPO	1,069
21-May-14	MBL	On market purchase	AUD 58.25	1,077.00	FPO	1,077
21-May-14	MBL	On market purchase	AUD 58.33	1,129.00	FPO	1,129
21-May-14	MBL	On market purchase	AUD 58.31	1,173.00	FPO	1,173
21-May-14	MBL	On market purchase	AUD 58.32	1,189.00	FPO	1,189
21-May-14	MBL	On market purchase	AUD 58.19	1,247.00	FPO	1,247
21-May-14	MBL	On market purchase	AUD 58.37	1,311.00	FPO	1,311
21-May-14	MBL	On market purchase	AUD 58.28	1,319.00	FPO	1,319
21-May-14	MBL	On market purchase	AUD 58.32	1,418.00	FPO	1,418
21-May-14	MBL	On market purchase	AUD 58.37	1,419.00	FPO	1,419
21-May-14	MBL	On market purchase	AUD 58.38	1,487.00	FPO	1,487
21-May-14	MBL	On market purchase	AUD 58.33	1,518.00	FPO	1,518
21-May-14	MBL	On market purchase	AUD 58.18	1,640.00	FPO	1,640
21-May-14	MBL	On market purchase	AUD 58.34	1,643.00	FPO	1,643

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
21-May-14	MBL	On market purchase	AUD 58.33	1,867.00	FPO	1,867
21-May-14	MBL	On market purchase	AUD 58.30	1,869.00	FPO	1,869
21-May-14	MBL	On market purchase	AUD 58.42	2,000.00	FPO	2,000
21-May-14	MBL	On market purchase	AUD 58.23	2,037.00	FPO	2,037
21-May-14	MBL	On market purchase	AUD 58.36	2,038.00	FPO	2,038
21-May-14	MBL	On market purchase	AUD 58.25	2,157.00	FPO	2,157
21-May-14	MBL	On market purchase	AUD 58.21	2,249.00	FPO	2,249
21-May-14	MBL	On market purchase	AUD 58.28	2,317.00	FPO	2,317
21-May-14	MBL	On market purchase	AUD 58.37	2,496.00	FPO	2,496
21-May-14	MBL	On market purchase	AUD 58.29	5,669.00	FPO	5,669
21-May-14	MBL	On market purchase	AUD 58.18	12,326.00	FPO	12,326
21-May-14	MBL	On market purchase	AUD 58.20	18,396.00	FPO	18,396
21-May-14	MBL	On market purchase	AUD 58.23	18,494.00	FPO	18,494
21-May-14	MBL	On market purchase	AUD 58.19	19,435.00	FPO	19,435
21-May-14	MBL	On market purchase	AUD 58.19	27,916.00	FPO	27,916
21-May-14	MBL	On market purchase	AUD 58.19	32,531.00	FPO	32,531
21-May-14	MBL	On market purchase	AUD 58.30	201,150.00	FPO	201,150
22-May-14	MBL	On market sale	AUD 59.45	-200	FPO	200
23-May-14	MBL	On market purchase	AUD 59.30	1,300.00	FPO	1,300
26-May-14	MBL	On market purchase	AUD 60.26	2,200.00	FPO	2,200
27-May-14	MBL	On market sale	AUD 60.26	-1,884.00	FPO	1,884
27-May-14	MBL	On market sale	AUD 60.26	-300	FPO	300
27-May-14	MBL	On market sale	AUD 60.16	-60	FPO	60
27-May-14	MBL	On market purchase	AUD 60.02	2,244.00	FPO	2,244
27-May-14	MBL	On market purchase	AUD 60.23	15,445.00	FPO	15,445
29-May-14	MBL	On market sale	AUD 60.33	-5,925.00	FPO	5,925
30-May-14	MBL	On market purchase	AUD 60.03	4,632.00	FPO	4,632
30-May-14	MBL	On market purchase	AUD 60.03	10,320.00	FPO	10,320
30-May-14	MPPM	On market purchase	AUD 60.03	60	FPO	60
30-May-14	MPPM	On market sale	AUD 60.11	-182	FPO	182
28-May-14	MPPM	On market purchase	AUD 60.50	50	FPO	50
28-May-14	MPPM	On market purchase	AUD 60.44	8	FPO	8
28-May-14	MPPM	On market sale	AUD 60.49	-163	FPO	163
27-May-14	MPPM	On market purchase	AUD 60.21	1,799	FPO	1,799
27-May-14	MPPM	On market sale	AUD 60.12	-1,878	FPO	1,878
26-May-14	MPPM	On market purchase	AUD 60.25	282	FPO	282
26-May-14	MPPM	On market sale	AUD 60.22	-117	FPO	117
23-May-14	MPPM	On market purchase	AUD 59.08	1,145	FPO	1,145
23-May-14	MPPM	On market sale	AUD 59.26	-261	FPO	261
22-May-14	MPPM	On market purchase	AUD 59.39	254	FPO	254
21-May-14	MPPM	On market purchase	AUD 58.33	1,200	FPO	1,200
21-May-14	MPPM	On market sale	AUD 58.30	-5	FPO	5
20-May-14	MPPM	On market purchase	AUD 58.44	85	FPO	85
20-May-14	MPPM	On market sale	AUD 58.65	-72	FPO	72
20-May-14	MPPM	On market sale	AUD 58.61	-3,098	FPO	3,098
19-May-14	MPPM	On market sale	AUD 58.62	-4,730	FPO	4,730
14-May-14	MPPM	On market purchase	AUD 59.19	43	FPO	43
13-May-14	MPPM	On market purchase	AUD 60.00	669	FPO	669
13-May-14	MPPM	On market sale	AUD 60.06	-440	FPO	440
12-May-14	MPPM	On market sale	AUD 59.82	-63	FPO	63
12-May-14	MPPM	On market sale	AUD 59.80	-17	FPO	17
09-May-14	MPPM	On market sale	AUD 60.08	-44	FPO	44
08-May-14	MPPM	On market purchase	AUD 60.12	165	FPO	165
08-May-14	MPPM	On market sale	AUD 59.98	-1,243	FPO	1,243
08-May-14	MPPM	On market sale	AUD 60.12	-18	FPO	18
07-May-14	MPPM	On market purchase	AUD 59.95	74	FPO	74
07-May-14	MPPM	Transfer out - client account	AUD 59.90	-775	FPO	775
06-May-14	MPPM	On market purchase	AUD 60.49	102	FPO	102
06-May-14	MPPM	On market sale	AUD 60.48	-63	FPO	63
05-May-14	MPPM	On market sale	AUD 59.16	-392	FPO	392
30-Apr-14	MPPM	On market purchase	AUD 57.71	1,504	FPO	1,504
30-Apr-14	MPPM	On market sale	AUD 57.42	-10	FPO	10
29-Apr-14	MPPM	On market purchase	AUD 57.68	171	FPO	171
29-Apr-14	MPPM	On market sale	AUD 58.09	-171	FPO	171
29-Apr-14	MPPM	Transfer out - client account	AUD 57.77	-234	FPO	234
28-Apr-14	MPPM	On market sale	AUD 56.65	-39	FPO	39
24-Apr-14	MPPM	On market purchase	AUD 56.82	71	FPO	71
23-Apr-14	MPPM	On market purchase	AUD 56.66	37	FPO	37
23-Apr-14	MPPM	On market purchase	AUD 56.54	13	FPO	13
22-Apr-14	MPPM	On market purchase	AUD 55.78	106	FPO	106
22-Apr-14	MPPM	On market sale	AUD 55.75	-126	FPO	126
17-Apr-14	MPPM	Transfer out - client account	AUD 55.97	-520	FPO	520
16-Apr-14	MPPM	On market sale	AUD 55.56	-124	FPO	124
15-Apr-14	MPPM	Transfer out - client account	AUD 55.15	-421	FPO	421

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
14-Apr-14	MPPM	On market purchase	AUD 55.04	17	FPO	17
14-Apr-14	MPPM	On market sale	AUD 55.80	-66	FPO	66
14-Apr-14	MPPM	Transfer in - client account	AUD 55.00	750	FPO	750
11-Apr-14	MPPM	On market purchase	AUD 56.43	118	FPO	118
09-Apr-14	MPPM	On market purchase	AUD 57.00	338	FPO	338
08-Apr-14	MPPM	On market purchase	AUD 56.74	150	FPO	150
07-Apr-14	MPPM	On market purchase	AUD 57.18	35	FPO	35
07-Apr-14	MPPM	On market sale	AUD 57.36	-4	FPO	4
04-Apr-14	MPPM	On market purchase	AUD 57.96	184	FPO	184
04-Apr-14	MPPM	On market purchase	AUD 57.81	8	FPO	8
04-Apr-14	MPPM	On market sale	AUD 57.87	-337	FPO	337
04-Apr-14	MPPM	On market sale	AUD 57.75	-37	FPO	37
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	944	FPO	944
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	16	FPO	16
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	37	FPO	37
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	15	FPO	15
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	21	FPO	21
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	14	FPO	14
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	28	FPO	28
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	14	FPO	14
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	22	FPO	22
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	20	FPO	20
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	25	FPO	25
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	472	FPO	472
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	401	FPO	401
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	1	FPO	1
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	160	FPO	160
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	189	FPO	189
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	1	FPO	1
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	2	FPO	2
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	531	FPO	531
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	863	FPO	863
04-Apr-14	MPPM	Transfer in - client account	AUD 57.96	28	FPO	28
03-Apr-14	MPPM	On market purchase	AUD 57.87	38	FPO	38
02-Apr-14	MPPM	On market sale	AUD 57.67	-44	FPO	44
31-Mar-14	MPPM	On market purchase	AUD 58.09	216	FPO	216
28-Mar-14	MPPM	On market purchase	AUD 57.49	41	FPO	41
28-Mar-14	MPPM	On market purchase	AUD 57.60	22	FPO	22
28-Mar-14	MPPM	On market sale	AUD 57.60	-205	FPO	205
27-Mar-14	MPPM	On market purchase	AUD 57.03	300	FPO	300
27-Mar-14	MPPM	On market purchase	AUD 56.80	1,568	FPO	1,568
27-Mar-14	MPPM	On market sale	AUD 56.81	-350	FPO	350
26-Mar-14	MPPM	On market purchase	AUD 57.04	97	FPO	97
26-Mar-14	MPPM	On market purchase	AUD 57.44	19	FPO	19
25-Mar-14	MPPM	On market purchase	AUD 56.74	186	FPO	186
25-Mar-14	MPPM	On market purchase	AUD 55.91	42	FPO	42
24-Mar-14	MPPM	On market sale	AUD 56.33	-63	FPO	63
21-Mar-14	MPPM	On market purchase	AUD 54.51	110	FPO	110
20-Mar-14	MPPM	On market sale	AUD 54.41	-471	FPO	471
19-Mar-14	MPPM	On market purchase	AUD 54.51	15	FPO	15
17-Mar-14	MPPM	On market purchase	AUD 54.49	40	FPO	40
17-Mar-14	MPPM	On market purchase	AUD 54.41	19	FPO	19
17-Mar-14	MPPM	On market sale	AUD 54.55	-276	FPO	276
14-Mar-14	MPPM	On market purchase	AUD 54.25	180	FPO	180
14-Mar-14	MPPM	On market sale	AUD 54.35	-75	FPO	75
14-Mar-14	MPPM	Transfer out - client account	AUD 54.25	-462	FPO	462
13-Mar-14	MPPM	On market purchase	AUD 55.56	80	FPO	80
12-Mar-14	MPPM	On market purchase	AUD 55.74	343	FPO	343
12-Mar-14	MPPM	On market sale	AUD 55.84	-98	FPO	98
12-Mar-14	MPPM	On market sale	AUD 55.70	-15	FPO	15
11-Mar-14	MPPM	On market purchase	AUD 56.69	200	FPO	200
11-Mar-14	MPPM	On market sale	AUD 56.71	-66	FPO	66
11-Mar-14	MPPM	Transfer in - client account	AUD 56.69	342	FPO	342
10-Mar-14	MPPM	On market purchase	AUD 56.62	375	FPO	375
10-Mar-14	MPPM	On market purchase	AUD 56.534	94	FPO	94
10-Mar-14	MPPM	Transfer out - client account	AUD 56.60	-145	FPO	145
07-Mar-14	MPPM	On market purchase	AUD 56.85	8	FPO	8
07-Mar-14	MPPM	On market sale	AUD 56.88	-43	FPO	43
06-Mar-14	MPPM	On market sale	AUD 56.68	-1,429	FPO	1,429
05-Mar-14	MPPM	On market sale	AUD 56.52	-452	FPO	452
05-Mar-14	MPPM	On market sale	AUD 56.64	-270	FPO	270
03-Mar-14	MPPM	On market purchase	AUD 55.12	152	FPO	152
03-Mar-14	MPPM	On market sale	AUD 55.38	-19,759	FPO	19,759
03-Mar-14	MPPM	On market sale	AUD 55.11	-10,490	FPO	10,490

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
26-Feb-14	MPPM	On market purchase	AUD 55.48	36	FPO	36
25-Feb-14	MPPM	On market sale	AUD 55.76	-53	FPO	53
25-Feb-14	MPPM	Transfer in - client account	AUD 55.82	567	FPO	567
24-Feb-14	MPPM	On market purchase	AUD 55.66	361	FPO	361
21-Feb-14	MPPM	On market purchase	AUD 55.50	620	FPO	620
21-Feb-14	MPPM	On market sale	AUD 55.56	-150	FPO	150
21-Feb-14	MPPM	Transfer out - client account	AUD 55.34	-334	FPO	334
20-Feb-14	MPPM	On market purchase	AUD 55.86	622	FPO	622
19-Feb-14	MPPM	On market purchase	AUD 55.95	7	FPO	7
19-Feb-14	MPPM	On market sale	AUD 56.14	-108	FPO	108
18-Feb-14	MPPM	On market purchase	AUD 56.06	110	FPO	110
18-Feb-14	MPPM	Transfer in - client account	AUD 55.99	130	FPO	130
17-Feb-14	MPPM	On market sale	AUD 55.59	-223	FPO	223
17-Feb-14	MPPM	On market sale	AUD 55.44	-2	FPO	2
14-Feb-14	MPPM	On market purchase	AUD 55.24	162	FPO	162
14-Feb-14	MPPM	On market purchase	AUD 55.35	139	FPO	139
13-Feb-14	MPPM	On market purchase	AUD 54.81	394	FPO	394
13-Feb-14	MPPM	On market sale	AUD 54.80	-33	FPO	33
13-Feb-14	MPPM	Transfer out - client account	AUD 54.77	-756	FPO	756
12-Feb-14	MPPM	On market purchase	AUD 54.31	160	FPO	160
12-Feb-14	MPPM	On market sale	AUD 54.61	-219	FPO	219
11-Feb-14	MPPM	On market purchase	AUD 53.70	59	FPO	59
11-Feb-14	MPPM	On market purchase	AUD 53.59	51	FPO	51
11-Feb-14	MPPM	On market sale	AUD 53.80	-28	FPO	28
10-Feb-14	MPPM	On market purchase	AUD 55.54	99	FPO	99
06-Feb-14	MPPM	On market purchase	AUD 53.48	241	FPO	241
06-Feb-14	MPPM	Transfer out - client account	AUD 54.00	-1,277	FPO	1,277
05-Feb-14	MPPM	On market sale	AUD 53.46	-108	FPO	108
04-Feb-14	MPPM	On market purchase	AUD 52.91	243	FPO	243
31-Jan-14	MPPM	On market purchase	AUD 54.22	410	FPO	410
31-Jan-14	MPPM	Transfer out - client account	AUD 54.09	-271	FPO	271
30-Jan-14	MPPM	On market purchase	AUD 54.62	148	FPO	148
30-Jan-14	MPPM	On market sale	AUD 54.42	-157	FPO	157
29-Jan-14	MPPM	On market sale	AUD 55.14	-225	FPO	225
28-Jan-14	MPPM	On market purchase	AUD 54.40	74	FPO	74
24-Jan-14	MPPM	On market purchase	AUD 55.81	36	FPO	36
23-Jan-14	MPPM	On market purchase	AUD 55.69	63	FPO	63
22-Jan-14	MPPM	On market purchase	AUD 54.19	168	FPO	168
21-Jan-14	MPPM	On market sale	AUD 53.88	-82	FPO	82
20-Jan-14	MPPM	On market purchase	AUD 53.16	21	FPO	21
17-Jan-14	MPPM	On market purchase	AUD 53.5	44	FPO	44
17-Jan-14	MPPM	Transfer out - client account	AUD 53.96	-253	FPO	253
16-Jan-14	MPPM	On market purchase	AUD 54.11	91	FPO	91
16-Jan-14	MPPM	On market sale	AUD 54.07	-160	FPO	160
15-Jan-14	MPPM	On market sale	AUD 53.24	-2	FPO	2
14-Jan-14	MPPM	On market sale	AUD 52.83	-24	FPO	24
14-Jan-14	MPPM	Transfer out - client account	AUD 52.44	-128	FPO	128
13-Jan-14	MPPM	On market purchase	AUD 53.80	18	FPO	18
13-Jan-14	MPPM	On market purchase	AUD 53.94	8	FPO	8
10-Jan-14	MPPM	On market purchase	AUD 54.78	79	FPO	79
10-Jan-14	MPPM	On market sale	AUD 54.35	-207	FPO	207
09-Jan-14	MPPM	On market purchase	AUD 54.51	91	FPO	91
09-Jan-14	MPPM	On market sale	AUD 54.18	-39	FPO	39
08-Jan-14	MPPM	On market purchase	AUD 54.25	113	FPO	113
07-Jan-14	MPPM	On market purchase	AUD 54.63	415	FPO	415
06-Jan-14	MPPM	On market purchase	AUD 55.13	347	FPO	347
06-Jan-14	MPPM	On market purchase	AUD 55.06	25	FPO	25
06-Jan-14	MPPM	On market sale	AUD 54.96	-5,951	FPO	5,951
06-Jan-14	MPPM	Transfer out - client account	AUD 55.14	-750	FPO	750
06-Jan-14	MPPM	Transfer out - client account	AUD 55.14	-34	FPO	34
03-Jan-14	MPPM	Transfer out - client account	AUD 55.00	-1,151	FPO	1,151
31-Dec-13	MPPM	On market purchase	AUD 54.84	525	FPO	525
31-Dec-13	MPPM	On market purchase	AUD 54.96	10	FPO	10
30-Dec-13	MPPM	On market purchase	AUD 54.90	100	FPO	100
30-Dec-13	MPPM	On market purchase	AUD 55.05	2,864	FPO	2,864
30-Dec-13	MPPM	On market sale	AUD 55.00	-7	FPO	7
24-Dec-13	MPPM	On market purchase	AUD 55.79	1,059	FPO	1,059
24-Dec-13	MPPM	On market sale	AUD 55.77	-98	FPO	98
24-Dec-13	MPPM	On market purchase	AUD 55.60	81	FPO	81
23-Dec-13	MPPM	On market purchase	AUD 54.93	253	FPO	253
23-Dec-13	MPPM	On market purchase	AUD 54.88	82	FPO	82
20-Dec-13	MPPM	On market sale	AUD 54.63	-89	FPO	89
20-Dec-13	MPPM	On market purchase	AUD 54.45	174	FPO	174
19-Dec-13	MPPM	On market purchase	AUD 53.78	12,685	FPO	12,685

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
19-Dec-13	MPPM	On market purchase	AUD 53.96	4,389	FPO	4,389
18-Dec-13	MPPM	On market purchase	AUD 52.18	400	FPO	400
18-Dec-13	MPPM	On market purchase	AUD 52.25	226	FPO	226
17-Dec-13	MPPM	On market purchase	AUD 52.12	1,095	FPO	1,095
17-Dec-13	MPPM	On market sale	AUD 52.30	-302	FPO	302
22-May-14	MGL	On market purchase	AUD 59.20	118,265	FPO	118,265
23-May-14	MGL	On market purchase	AUD 59.25	118,000	FPO	118,000
26-May-14	MGL	On market purchase	AUD 60.09	116,510	FPO	116,510
27-May-14	MGL	On market purchase	AUD 60.11	116,452	FPO	116,452
28-May-14	MGL	On market purchase	AUD 60.46	115,760	FPO	115,760
29-May-14	MGL	On market purchase	AUD 60.49	115,875	FPO	115,875
30-May-14	MGL	On market purchase	AUD 60.17	116,220	FPO	116,220
23-Dec-13	MGL	Reconstruction -	N/A	-1,030	FPO	1,030
23-Dec-13	MGL	Reconstruction -	N/A	-5,099	FPO	5,099
23-Dec-13	MGL	Reconstruction -	N/A	-786	FPO	786
23-Dec-13	MGL	Reconstruction -	N/A	-15,166	FPO	15,166
23-Dec-13	MGL	Reconstruction -	N/A	-5,509	FPO	5,509
06-Jan-14	MGL	Withdrawal	N/A	-61	FPO	61
27-Jan-14	MGL	Withdrawal	N/A	-20,019	FPO	20,019
27-Jan-14	MGL	Withdrawal	N/A	-875	FPO	875
03-Feb-14	MGL	Withdrawal	N/A	-94	FPO	94
04-Mar-14	MGL	Off market purchase	N/A	25,422	FPO	25,422
17-Feb-14	MGL	Withdrawal	N/A	-196	FPO	196
21-Feb-14	MGL	Withdrawal	N/A	-1,001	FPO	1,001
21-Feb-14	MGL	Withdrawal	N/A	-1,416	FPO	1,416
27-Feb-14	MGL	Withdrawal	N/A	-102	FPO	102
04-Mar-14	MGL	Withdrawal	N/A	-1,455	FPO	1,455
04-Mar-14	MGL	Off market purchase	N/A	21,804	FPO	21,804
14-Mar-14	MGL	Withdrawal	N/A	-131	FPO	131
19-Mar-14	MGL	Withdrawal	N/A	-64	FPO	64
25-Mar-14	MGL	Withdrawal	N/A	-827	FPO	827
26-Mar-14	MGL	Withdrawal	N/A	-66	FPO	66
31-Mar-14	MGL	Withdrawal	N/A	-262	FPO	262
09-Apr-14	MGL	Withdrawal	N/A	-173	FPO	173
22-Apr-14	MGL	Withdrawal	N/A	-836	FPO	836
23-Apr-14	MGL	Withdrawal	N/A	-334	FPO	334
23-Apr-14	MGL	Withdrawal	N/A	-334	FPO	334
08-May-14	MGL	Withdrawal	N/A	-123	FPO	123
09-May-14	MGL	Withdrawal	N/A	-10	FPO	10
13-May-14	MGL	Withdrawal	N/A	-251	FPO	251
20-May-14	MGL	Withdrawal	N/A	-150	FPO	150
23-May-14	MGL	Withdrawal	N/A	-84	FPO	84
17-Dec-13	MGL	On market purchase	N/A	17,388	FPO	17,388
15-Apr-14	MIML	On market sale	AUD 55.15	-632	FPO	17,389
31-Mar-14	MIML	On market sale	AUD 57.93	-628	FPO	17,390
26-Feb-14	MIML	On Market Purchase	AUD 55.61	1,047	FPO	17,391
08-Jan-14	MIML	On market sale	AUD 54.39	-2,227	FPO	17,392
08-Jan-14	MIML	On market sale	AUD 54.39	-72	FPO	17,393
30-May-14	MLL	On Market Sale	AUD 60.03	-225	FPO	17,394
30-May-14	BSCL	Off Market Sale	N/A	-238	FPO	17,395
30-May-14	MIML	Transfer Out	AUD 60.03	-33,930	FPO	17,396
29-May-14	BSCL	Off Market Sale	N/A	-220	FPO	17,397
29-May-14	BSCL	Off Market Sale	N/A	-1,673	FPO	17,398
28-May-14	BSCL	Off Market Sale	N/A	-1,258	FPO	17,399
28-May-14	BSCL	Off Market Sale	N/A	-192	FPO	17,400
28-May-14	BSCL	Off Market Sale	N/A	-164	FPO	17,401
28-May-14	BSCL	Off Market Sale	N/A	-37,602	FPO	17,402
28-May-14	BSCL	Off Market Purchase	N/A	37,602	FPO	17,403
28-May-14	BSCL	Off Market Sale	N/A	-316	FPO	17,404
27-May-14	MIML	On Market Sale	AUD 60.23	-1,435	FPO	17,405
27-May-14	BSCL	Off Market Sale	N/A	-200	FPO	17,406
27-May-14	BSCL	Off Market Sale	N/A	-316	FPO	17,407
27-May-14	BSCL	Off Market Sale	N/A	-2,648	FPO	17,408
27-May-14	BSCL	Off Market Sale	N/A	-210	FPO	17,409
27-May-14	BSCL	Off Market Sale	N/A	-13,866	FPO	17,410
27-May-14	BSCL	Off Market Sale	N/A	-18,000	FPO	17,411
26-May-14	BSCL	Off Market Sale	N/A	-344	FPO	17,412
26-May-14	BSCL	Off Market Sale	N/A	-468	FPO	17,413
26-May-14	BSCL	Off Market Sale	N/A	-603	FPO	17,414
26-May-14	BSCL	Off Market Sale	N/A	-3,298	FPO	17,415
26-May-14	BSCL	Off Market Sale	N/A	-472	FPO	17,416
26-May-14	BSCL	Off Market Sale	N/A	-314	FPO	17,417
26-May-14	BSCL	Off Market Sale	N/A	-1,271	FPO	17,418
26-May-14	BSCL	Off Market Sale	N/A	-556	FPO	17,419

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
23-May-14	BSCL	Off Market Sale	N/A	-178	FPO	17,420
23-May-14	BSCL	Off Market Sale	N/A	-37,000	FPO	17,421
23-May-14	BSCL	Off Market Sale	N/A	-472	FPO	17,422
23-May-14	BSCL	Off Market Sale	N/A	-472	FPO	17,423
23-May-14	BSCL	Off Market Sale	N/A	-6,852	FPO	17,424
23-May-14	BSCL	Off Market Sale	N/A	-2,070	FPO	17,425
22-May-14	BSCL	Off Market Sale	N/A	-472	FPO	17,426
22-May-14	BSCL	Off Market Sale	N/A	-314	FPO	17,427
22-May-14	BSCL	Off Market Sale	N/A	-336	FPO	17,428
21-May-14	BSCL	Off Market Sale	N/A	-314	FPO	17,429
21-May-14	BSCL	Off Market Sale	N/A	-298	FPO	17,430
21-May-14	BSCL	Off Market Sale	N/A	-185	FPO	17,431
21-May-14	BSCL	Off Market Sale	N/A	-190	FPO	17,432
21-May-14	BSCL	Off Market Sale	N/A	-151	FPO	17,433
21-May-14	BSCL	Off Market Sale	N/A	-186	FPO	17,434
21-May-14	BSCL	On Market Purchase	AUD 58.26	388,780	FPO	17,435
21-May-14	BSCL	Off Market Sale	N/A	-710	FPO	17,436
21-May-14	BSCL	Off Market Sale	N/A	-314	FPO	17,437
21-May-14	BSCL	Off Market Sale	N/A	-232	FPO	17,438
21-May-14	BSCL	Off Market Sale	N/A	-448	FPO	17,439
21-May-14	BSCL	Off Market Sale	N/A	-164	FPO	17,440
21-May-14	BSCL	Off Market Sale	N/A	-89	FPO	17,441
21-May-14	MIML	Off Market Sale	AUD 58.42	-2,126	FPO	17,442
21-May-14	MIML	On Market Sale	AUD 58.42	-3,694	FPO	17,443
21-May-14	MIML	Off Market Purchase	AUD 58.42	486	FPO	17,444
21-May-14	MIML	Off Market Purchase	AUD 58.42	2,126	FPO	17,445
21-May-14	MIML	Off Market Sale	AUD 58.42	-486	FPO	17,446
21-May-14	MIML	On Market Sale	AUD 58.42	-836	FPO	17,447
20-May-14	BSCL	Off Market Sale	N/A	-1,456	FPO	17,448
20-May-14	BSCL	Off Market Sale	N/A	-316	FPO	17,449
20-May-14	BSCL	Off Market Sale	N/A	-3,000	FPO	17,450
20-May-14	BSCL	Off Market Sale	N/A	-1,555	FPO	17,451
20-May-14	BSCL	Off Market Sale	N/A	-277	FPO	17,452
20-May-14	BSCL	Off Market Sale	N/A	-5,092	FPO	17,453
20-May-14	BSCL	Off Market Sale	N/A	-148	FPO	17,454
20-May-14	BSCL	Off Market Sale	N/A	-653	FPO	17,455
20-May-14	BSCL	Off Market Sale	N/A	-268	FPO	17,456
20-May-14	BSCL	Off Market Sale	N/A	-3,040	FPO	17,457
20-May-14	BSCL	Off Market Sale	N/A	-684	FPO	17,458
20-May-14	BSCL	Off Market Sale	N/A	-245	FPO	17,459
20-May-14	BSCL	On Market Purchase	AUD 58.54	366,052	FPO	17,460
20-May-14	BSCL	Off Market Sale	N/A	-387	FPO	17,461
20-May-14	BSCL	Off Market Sale	N/A	-944	FPO	17,462
19-May-14	MIML	On Market Sale	AUD 58.62	-160	FPO	17,463
19-May-14	BSCL	Off Market Sale	N/A	-472	FPO	17,464
19-May-14	BSCL	Off Market Sale	N/A	-196	FPO	17,465
19-May-14	BSCL	Off Market Sale	N/A	-164	FPO	17,466
19-May-14	BSCL	Off Market Sale	N/A	-273	FPO	17,467
19-May-14	BSCL	On Market Purchase	AUD 58.81	271,143	FPO	17,468
16-May-14	BSCL	Off Market Sale	N/A	-1,000	FPO	17,469
16-May-14	BSCL	Off Market Sale	N/A	-314	FPO	17,470
16-May-14	BSCL	Off Market Sale	N/A	-179	FPO	17,471
16-May-14	BSCL	Off Market Sale	N/A	-1,258	FPO	17,472
16-May-14	BSCL	Off Market Sale	N/A	-245	FPO	17,473
16-May-14	BSCL	On Market Purchase	AUD 58.84	501,825	FPO	17,474
16-May-14	BSCL	Off Market Sale	N/A	-472	FPO	17,475
15-May-14	MIML	On Market Sale	AUD 59.18	-208	FPO	17,476
15-May-14	BSCL	Off Market Purchase	N/A	18,079	FPO	17,477
15-May-14	BSCL	Off Market Sale	N/A	-2,280	FPO	17,478
15-May-14	BSCL	Off Market Sale	N/A	-316	FPO	17,479
15-May-14	BSCL	Off Market Sale	N/A	-3,636	FPO	17,480
15-May-14	BSCL	On Market Purchase	AUD 58.93	7,031	FPO	17,481
15-May-14	BSCL	Off Market Sale	N/A	-314	FPO	17,482
15-May-14	BSCL	Off Market Sale	N/A	-195	FPO	17,483
15-May-14	BSCL	Off Market Sale	N/A	-18,079	FPO	17,484
14-May-14	BSCL	Off Market Sale	N/A	-1,541	FPO	17,485
14-May-14	BSCL	Off Market Sale	N/A	-472	FPO	17,486
14-May-14	BSCL	Off Market Sale	N/A	-819	FPO	17,487
14-May-14	BSCL	On Market Purchase	AUD 58.97	46,902	FPO	17,488
14-May-14	BSCL	Off Market Sale	N/A	-316	FPO	17,489
14-May-14	BSCL	Off Market Sale	N/A	-271	FPO	17,490
14-May-14	BSCL	Off Market Sale	N/A	-314	FPO	17,491
14-May-14	BSCL	Off Market Sale	N/A	-238	FPO	17,492
14-May-14	BSCL	Off Market Sale	N/A	-133	FPO	17,493

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
14-May-14	BACL	Off Market Sale	N/A	-161	FPO	17,494
14-May-14	MIML	On Market Purchase	AUD 59.16	6,269	FPO	17,495
13-May-14	MIML	On Market Sale	AUD 60	-229	FPO	17,496
13-May-14	BACL	Off Market Purchase	N/A	943	FPO	17,497
13-May-14	BACL	Off Market Purchase	N/A	1,410	FPO	17,498
13-May-14	BACL	Off Market Sale	N/A	-164	FPO	17,499
13-May-14	BACL	Off Market Sale	N/A	-8,626	FPO	17,500
13-May-14	BACL	Off Market Sale	N/A	-1,910	FPO	17,501
13-May-14	BACL	Off Market Sale	N/A	-944	FPO	17,502
13-May-14	BACL	Off Market Purchase	N/A	944	FPO	17,503
13-May-14	BACL	Off Market Sale	N/A	-6,961	FPO	17,504
13-May-14	BACL	Off Market Sale	N/A	-1,410	FPO	17,505
12-May-14	BACL	Off Market Sale	N/A	-847	FPO	17,506
12-May-14	BACL	Off Market Sale	N/A	-216	FPO	17,507
12-May-14	BACL	Off Market Sale	N/A	-319	FPO	17,508
12-May-14	BACL	Off Market Sale	N/A	-847	FPO	17,509
12-May-14	BACL	Off Market Sale	N/A	-293	FPO	17,510
12-May-14	BACL	Off Market Sale	N/A	-943	FPO	17,511
12-May-14	BACL	Off Market Sale	N/A	-314	FPO	17,512
12-May-14	BACL	Off Market Sale	N/A	-594	FPO	17,513
12-May-14	BACL	Off Market Purchase	N/A	594	FPO	17,514
12-May-14	BACL	Off Market Sale	N/A	-1,614	FPO	17,515
12-May-14	BACL	Off Market Sale	N/A	-344	FPO	17,516
09-May-14	BACL	Off Market Purchase	N/A	160	FPO	17,517
09-May-14	BACL	Off Market Purchase	N/A	313	FPO	17,518
09-May-14	BACL	Off Market Sale	N/A	-1,576	FPO	17,519
09-May-14	BACL	Off Market Sale	N/A	-316	FPO	17,520
09-May-14	BACL	Off Market Sale	N/A	-1,490	FPO	17,521
09-May-14	BACL	Off Market Sale	N/A	-277	FPO	17,522
09-May-14	BACL	Off Market Sale	N/A	-165	FPO	17,523
09-May-14	BACL	Off Market Sale	N/A	-179	FPO	17,524
09-May-14	BACL	Off Market Sale	N/A	-540	FPO	17,525
09-May-14	BACL	Off Market Sale	N/A	-867	FPO	17,526
09-May-14	BACL	Off Market Purchase	N/A	867	FPO	17,527
09-May-14	BACL	Off Market Sale	N/A	-314	FPO	17,528
09-May-14	BACL	Off Market Sale	N/A	-160	FPO	17,529
08-May-14	MIML	On Market Sale	AUD 60.12	-196	FPO	17,530
08-May-14	BACL	Off Market Sale	N/A	-314	FPO	17,531
08-May-14	BACL	Off Market Sale	N/A	-1,244	FPO	17,532
08-May-14	BACL	Off Market Sale	N/A	-1,251	FPO	17,533
08-May-14	BACL	Off Market Sale	N/A	-7,418	FPO	17,534
08-May-14	BACL	Off Market Sale	N/A	-678	FPO	17,535
08-May-14	BACL	Off Market Sale	N/A	-212	FPO	17,536
08-May-14	BACL	Off Market Sale	N/A	-164	FPO	17,537
08-May-14	BACL	Off Market Sale	N/A	-591	FPO	17,538
08-May-14	BACL	Off Market Sale	N/A	-472	FPO	17,539
08-May-14	BACL	Off Market Sale	N/A	-416	FPO	17,540
08-May-14	BACL	Off Market Sale	N/A	-575	FPO	17,541
08-May-14	BACL	Off Market Sale	N/A	-944	FPO	17,542
08-May-14	BACL	Off Market Sale	N/A	-10	FPO	17,543
08-May-14	BACL	Off Market Sale	N/A	-329	FPO	17,544
08-May-14	BACL	Off Market Sale	N/A	-2,738	FPO	17,545
08-May-14	BACL	Off Market Sale	N/A	-14,732	FPO	17,546
07-May-14	BACL	Off Market Sale	N/A	-2,574	FPO	17,547
07-May-14	BACL	Off Market Sale	N/A	-163	FPO	17,548
07-May-14	BACL	Off Market Sale	N/A	-737	FPO	17,549
07-May-14	BACL	Off Market Sale	N/A	-478	FPO	17,550
07-May-14	BACL	Off Market Sale	N/A	-163	FPO	17,551
07-May-14	BACL	Off Market Sale	N/A	-6,924	FPO	17,552
07-May-14	BACL	Off Market Purchase	N/A	6,924	FPO	17,553
07-May-14	BACL	Off Market Sale	N/A	-226	FPO	17,554
07-May-14	BACL	Off Market Sale	N/A	-200	FPO	17,555
07-May-14	BACL	Off Market Sale	N/A	-316	FPO	17,556
07-May-14	BACL	Off Market Sale	N/A	-252	FPO	17,557
07-May-14	BACL	Off Market Sale	N/A	-2,282	FPO	17,558
07-May-14	BACL	Off Market Sale	N/A	-282	FPO	17,559
07-May-14	BACL	Off Market Sale	N/A	-3,171	FPO	17,560
07-May-14	BACL	Off Market Sale	N/A	-121	FPO	17,561
06-May-14	MLL	Off Market Sale	AUD 60.50	-410	FPO	17,562
06-May-14	MIML	On Market Purchase	AUD 60.55	218	FPO	17,563
06-May-14	MIML	On Market Purchase	AUD 60.50	1,585	FPO	17,564
06-May-14	MIML	On Market Purchase	AUD 60.55	740	FPO	17,565
06-May-14	MIML	On Market Purchase	AUD 60.50	5,363	FPO	17,566
06-May-14	MIML	On Market Purchase	AUD 60.55	2,088	FPO	17,567

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
06-May-14	MIML	On Market Purchase	AUD 60.44	780	FPO	17,568
06-May-14	MIML	On Market Purchase	AUD 60.50	20,764	FPO	17,569
06-May-14	MIML	On Market Purchase	AUD 60.55	426	FPO	17,570
06-May-14	MIML	On Market Purchase	AUD 60.50	3,083	FPO	17,571
06-May-14	BACL	Off Market Sale	N/A	-209	FPO	17,572
06-May-14	BACL	Off Market Sale	N/A	-3,267	FPO	17,573
06-May-14	BACL	Off Market Sale	N/A	-316	FPO	17,574
06-May-14	BACL	Off Market Sale	N/A	-295	FPO	17,575
06-May-14	BACL	Off Market Sale	N/A	-1,258	FPO	17,576
06-May-14	BACL	Off Market Sale	N/A	-277	FPO	17,577
06-May-14	BACL	Off Market Sale	N/A	-1,400	FPO	17,578
06-May-14	BACL	Off Market Sale	N/A	-268	FPO	17,579
06-May-14	BACL	Off Market Sale	N/A	-7,170	FPO	17,580
06-May-14	BACL	Off Market Sale	N/A	-791	FPO	17,581
06-May-14	BACL	Off Market Sale	N/A	-1,178	FPO	17,582
06-May-14	BACL	Off Market Sale	N/A	-66	FPO	17,583
06-May-14	BACL	Off Market Sale	N/A	-192	FPO	17,584
06-May-14	BACL	Off Market Sale	N/A	-199	FPO	17,585
06-May-14	BACL	Off Market Sale	N/A	-829	FPO	17,586
06-May-14	BACL	Off Market Sale	N/A	-207	FPO	17,587
06-May-14	BACL	Off Market Sale	N/A	-783	FPO	17,588
06-May-14	BACL	Off Market Sale	N/A	-198	FPO	17,589
06-May-14	BACL	Off Market Sale	N/A	-1,078	FPO	17,590
06-May-14	BACL	Off Market Sale	N/A	-316	FPO	17,591
06-May-14	BACL	Off Market Sale	N/A	-187	FPO	17,592
06-May-14	BACL	Off Market Sale	N/A	-209	FPO	17,593
06-May-14	BACL	Off Market Sale	N/A	-178	FPO	17,594
06-May-14	BACL	Off Market Sale	N/A	-803	FPO	17,595
06-May-14	BACL	Off Market Sale	N/A	-178	FPO	17,596
06-May-14	BACL	Off Market Sale	N/A	-437	FPO	17,597
06-May-14	BACL	Off Market Sale	N/A	-298	FPO	17,598
06-May-14	BACL	Off Market Sale	N/A	-133	FPO	17,599
06-May-14	BACL	Off Market Sale	N/A	-163	FPO	17,600
06-May-14	BACL	Off Market Sale	N/A	-314	FPO	17,601
06-May-14	BACL	Off Market Sale	N/A	-164	FPO	17,602
06-May-14	BACL	Off Market Sale	N/A	-6,279	FPO	17,603
06-May-14	BACL	Off Market Sale	N/A	-115	FPO	17,604
06-May-14	BACL	Off Market Sale	N/A	-314	FPO	17,605
06-May-14	BACL	Off Market Sale	N/A	-314	FPO	17,606
06-May-14	BACL	Off Market Sale	N/A	-601	FPO	17,607
06-May-14	BACL	Off Market Sale	N/A	-944	FPO	17,608
06-May-14	BACL	Off Market Sale	N/A	-944	FPO	17,609
06-May-14	BACL	Off Market Sale	N/A	-500	FPO	17,610
06-May-14	BACL	Off Market Sale	N/A	-500	FPO	17,611
06-May-14	MIML	On Market Purchase	AUD 60.55	2,719	FPO	17,612
06-May-14	MIML	On Market Purchase	AUD 60.44	1,016	FPO	17,613
06-May-14	MIML	On Market Purchase	AUD 60.50	27,035	FPO	17,614
06-May-14	MIML	On Market Purchase	AUD 60.55	7,540	FPO	17,615
06-May-14	MIML	On Market Purchase	AUD 60.44	2,818	FPO	17,616
06-May-14	MIML	On Market Purchase	AUD 60.50	74,972	FPO	17,617
06-May-14	MIML	On Market Purchase	AUD 60.55	4,269	FPO	17,618
06-May-14	MIML	On Market Purchase	AUD 60.44	1,595	FPO	17,619
06-May-14	MIML	On Market Purchase	AUD 60.50	42,441	FPO	17,620
06-May-14	MIML	On Market Purchase	AUD 60.55	1,740	FPO	17,621
06-May-14	MIML	On Market Purchase	AUD 60.44	650	FPO	17,622
06-May-14	MIML	On Market Purchase	AUD 60.50	17,299	FPO	17,623
06-May-14	MIML	On Market Purchase	AUD 60.55	749	FPO	17,624
06-May-14	MIML	On Market Purchase	AUD 60.44	281	FPO	17,625
06-May-14	MIML	Off Market Purchase	AUD 60.50	410	FPO	17,626
06-May-14	MIML	On Market Purchase	AUD 60.50	7,458	FPO	17,627
06-May-14	MIML	On Market Purchase	AUD 60.55	8,137	FPO	17,628
05-May-14	BACL	Off Market Sale	N/A	-314	FPO	17,629
05-May-14	BACL	Off Market Sale	N/A	-472	FPO	17,630
05-May-14	BACL	Off Market Sale	N/A	-1,000	FPO	17,631
05-May-14	BACL	Off Market Sale	N/A	-832	FPO	17,632
05-May-14	BACL	Off Market Sale	N/A	-303	FPO	17,633
05-May-14	BACL	Off Market Sale	N/A	-2,741	FPO	17,634
05-May-14	BACL	Off Market Sale	N/A	-2,595	FPO	17,635
05-May-14	BACL	Off Market Sale	N/A	-298	FPO	17,636
05-May-14	BACL	Off Market Sale	N/A	-314	FPO	17,637
05-May-14	BACL	Off Market Sale	N/A	-294	FPO	17,638
05-May-14	BACL	Off Market Sale	N/A	-314	FPO	17,639
05-May-14	BACL	Off Market Sale	N/A	-472	FPO	17,640
05-May-14	BACL	Off Market Sale	N/A	-472	FPO	17,641

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
05-May-14	BACL	Off Market Sale	N/A	-3,037	FPO	17,642
05-May-14	BACL	Off Market Sale	N/A	-61,375	FPO	17,643
05-May-14	BACL	On Market Sale	N/A	-7,943	FPO	17,644
05-May-14	BACL	Off Market Sale	N/A	-314	FPO	17,645
05-May-14	BACL	Off Market Sale	N/A	-246	FPO	17,646
05-May-14	BACL	Off Market Sale	N/A	-1,300	FPO	17,647
02-May-14	MIML	On Market Sale	AUD 58.70	-71	FPO	17,648
01-May-14	BACL	Off Market Purchase	N/A	111	FPO	17,649
01-May-14	BACL	Off Market Purchase	N/A	35,006	FPO	17,650
01-May-14	BACL	Off Market Sale	N/A	-4,998	FPO	17,651
01-May-14	BACL	Off Market Sale	N/A	-8,266	FPO	17,652
01-May-14	BACL	Off Market Sale	N/A	-1,789	FPO	17,653
01-May-14	BACL	Off Market Sale	N/A	-35,006	FPO	17,654
01-May-14	MIML	On Market Sale	AUD 58.20	-650	FPO	17,655
30-Apr-14	MLL	On Market Sale	AUD 58.70	-505	FPO	17,656
30-Apr-14	MIML	On Market Purchase	AUD 58.70	680	FPO	17,657
30-Apr-14	MIML	Transfer In	AUD 58.70	456,819	FPO	17,658
30-Apr-14	MIML	Transfer Out	AUD 58.70	-456,819	FPO	17,659
30-Apr-14	BACL	On Market Sale	AUD 58.19	-3,056	FPO	17,660
29-Apr-14	MIML	On Market Sale	AUD 57.77	-108	FPO	17,661
29-Apr-14	BACL	Off Market Sale	N/A	-472	FPO	17,662
28-Apr-14	MIML	On Market Purchase	AUD 57.06	8,100	FPO	17,663
28-Apr-14	BACL	Off Market Sale	N/A	-403	FPO	17,664
24-Apr-14	MIML	On Market Purchase	AUD 56.65	1,431	FPO	17,665
24-Apr-14	MIML	On Market Purchase	AUD 56.65	8,622	FPO	17,666
24-Apr-14	BACL	Off Market Sale	N/A	-472	FPO	17,667
24-Apr-14	BACL	Off Market Sale	N/A	-409	FPO	17,668
24-Apr-14	BACL	Off Market Sale	N/A	-551	FPO	17,669
24-Apr-14	BACL	Off Market Sale	N/A	-205	FPO	17,670
24-Apr-14	BACL	Off Market Sale	N/A	-399	FPO	17,671
23-Apr-14	MIML	On Market Purchase	AUD 56.58	2,289	FPO	17,672
23-Apr-14	MIML	On Market Purchase	AUD 56.58	13,796	FPO	17,673
23-Apr-14	BACL	Off Market Sale	N/A	-2,919	FPO	17,674
22-Apr-14	MIML	On Market Sale	AUD 55.76	-197	FPO	17,675
22-Apr-14	MIML	On Market Purchase	AUD 55.79	1,431	FPO	17,676
22-Apr-14	MIML	On Market Purchase	AUD 55.79	8,622	FPO	17,677
22-Apr-14	BACL	Off Market Sale	N/A	-253	FPO	17,678
17-Apr-14	MIML	On Market Purchase	AUD 56.07	2,289	FPO	17,679
17-Apr-14	MIML	On Market Purchase	AUD 56.07	13,796	FPO	17,680
17-Apr-14	BACL	Off Market Sale	N/A	-609	FPO	17,681
16-Apr-14	MIML	On Market Sale	AUD 55.8	-87	FPO	17,682
16-Apr-14	MIML	On Market Purchase	AUD 55.59	2,576	FPO	17,683
16-Apr-14	MIML	On Market Purchase	AUD 55.59	15,520	FPO	17,684
16-Apr-14	BACL	Off Market Sale	N/A	-22,117	FPO	17,685
16-Apr-14	BACL	Off Market Purchase	N/A	22,117	FPO	17,686
15-Apr-14	MIML	On Market Sale	AUD 55.15	-91	FPO	17,687
15-Apr-14	MIML	On Market Purchase	AUD 55.50	3,720	FPO	17,688
15-Apr-14	MIML	On Market Purchase	AUD 55.50	22,419	FPO	17,689
15-Apr-14	BACL	Off Market Sale	N/A	-5,000	FPO	17,690
14-Apr-14	MIML	On Market Purchase	AUD 55.45	3,434	FPO	17,691
14-Apr-14	MIML	On Market Purchase	AUD 55.45	20,693	FPO	17,692
11-Apr-14	MIML	On Market Purchase	AUD 56.36	3,720	FPO	17,693
11-Apr-14	MIML	On Market Purchase	AUD 56.36	22,418	FPO	17,694
11-Apr-14	BACL	Off Market Sale	N/A	-1,794	FPO	17,695
11-Apr-14	BACL	Off Market Sale	N/A	-862	FPO	17,696
11-Apr-14	BACL	Off Market Sale	N/A	-145	FPO	17,697
11-Apr-14	MIML	On Market Sale	AUD 56.37	-9,396	FPO	17,698
11-Apr-14	MIML	On Market Sale	AUD 56.37	-770	FPO	17,699
10-Apr-14	MIML	On Market Purchase	AUD 57.51	7,726	FPO	17,700
10-Apr-14	MIML	On Market Purchase	AUD 57.51	46,561	FPO	17,701
10-Apr-14	BACL	On Market Sale	N/A	-619	FPO	17,702
07-Apr-14	BACL	Off Market Sale	N/A	-363	FPO	17,703
07-Apr-14	BACL	Off Market Sale	N/A	-2,805	FPO	17,704
07-Apr-14	BACL	Off Market Sale	N/A	-4,497	FPO	17,705
07-Apr-14	BACL	Off Market Sale	N/A	-2,140	FPO	17,706
04-Apr-14	BACL	Off Market Sale	N/A	-107,629	FPO	17,707
04-Apr-14	BACL	On Market Sale	N/A	-111	FPO	17,708
04-Apr-14	BACL	Off Market Purchase	N/A	107,629	FPO	17,709
04-Apr-14	BACL	Off Market Sale	N/A	-472	FPO	17,710
02-Apr-14	BACL	Off Market Sale	N/A	-7,000	FPO	17,711
01-Apr-14	MLL	Off Market Purchase	AUD 57.95	42	FPO	17,712
01-Apr-14	MIML	Off Market Sale	AUD 57.95	-42	FPO	17,713
01-Apr-14	MIML	On Market Sale	N/A	-984	FPO	17,714
28-Mar-14	BACL	On Market Sale	N/A	-7,021	FPO	17,715

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
27-Mar-14	BACL	Off Market Sale	N/A	-7,000	FPO	17,716
27-Mar-14	BACL	Off Market Sale	N/A	-271	FPO	17,717
27-Mar-14	BACL	Off Market Sale	N/A	-3,594	FPO	17,718
26-Mar-14	MIML	On Market Sale	AUD 57.44	-57	FPO	17,719
25-Mar-14	BACL	Off Market Purchase	N/A	11,273	FPO	17,720
25-Mar-14	BACL	Off Market Sale	N/A	-15,534	FPO	17,721
25-Mar-14	BACL	Off Market Sale	N/A	-3,000	FPO	17,722
25-Mar-14	BACL	Off Market Purchase	N/A	15,534	FPO	17,723
25-Mar-14	BACL	Off Market Sale	N/A	-11,273	FPO	17,724
21-Mar-14	BACL	Off Market Sale	N/A	-550	FPO	17,725
20-Mar-14	BACL	Off Market Sale	N/A	-211	FPO	17,726
19-Mar-14	MIML	On Market Sale	AUD 54.55	-130	FPO	17,727
19-Mar-14	BACL	Off Market Sale	N/A	-955	FPO	17,728
18-Mar-14	BACL	Off Market Sale	N/A	-2,742	FPO	17,729
18-Mar-14	BACL	Off Market Sale	N/A	-1,027	FPO	17,730
18-Mar-14	BACL	Off Market Purchase	N/A	2,742	FPO	17,731
17-Mar-14	MLL	On Market Sale	AUD 54.41	-379	FPO	17,732
12-Mar-14	MLL	On Market Sale	AUD 55.93	-20	FPO	17,733
11-Mar-14	BACL	Off Market Purchase	N/A	31,468	FPO	17,734
11-Mar-14	BACL	Off Market Sale	N/A	-581	FPO	17,735
11-Mar-14	BACL	Off Market Sale	N/A	-6,094	FPO	17,736
11-Mar-14	BACL	Off Market Purchase	N/A	6,094	FPO	17,737
11-Mar-14	BACL	Off Market Sale	N/A	-31,468	FPO	17,738
10-Mar-14	BACL	On Market Sale	N/A	-3,217	FPO	17,739
10-Mar-14	BACL	Off Market Sale	N/A	-932	FPO	17,740
10-Mar-14	BACL	Off Market Sale	N/A	-2,515	FPO	17,741
06-Mar-14	BACL	Off Market Sale	N/A	-1,405	FPO	17,742
04-Mar-14	MLL	Off Market Purchase	AUD 55.61	17	FPO	17,743
04-Mar-14	BACL	Off Market Sale	N/A	-2,832	FPO	17,744
04-Mar-14	BACL	Off Market Sale	N/A	-4,157	FPO	17,745
04-Mar-14	BACL	Off Market Sale	N/A	-50	FPO	17,746
04-Mar-14	BACL	Off Market Sale	N/A	-507	FPO	17,747
04-Mar-14	MIML	On Market Sale	AUD 55.61	-390	FPO	17,748
04-Mar-14	MIML	Off Market Sale	AUD 55.61	-17	FPO	17,749
27-Feb-14	BACL	Off Market Sale	N/A	-79	FPO	17,750
27-Feb-14	BACL	Off Market Sale	N/A	-202	FPO	17,751
27-Feb-14	BACL	Off Market Sale	N/A	-591	FPO	17,752
27-Feb-14	BACL	Off Market Sale	N/A	-1,962	FPO	17,753
26-Feb-14	BACL	Off Market Sale	N/A	-632	FPO	17,754
25-Feb-14	MLL	Off Market Sale	AUD 55.82	-38	FPO	17,755
25-Feb-14	MIML	Off Market Purchase	AUD 55.82	38	FPO	17,756
25-Feb-14	MIML	On Market Purchase	AUD 55.82	840	FPO	17,757
21-Feb-14	MLL	Off Market Sale	AUD 55.34	-16	FPO	17,758
21-Feb-14	BACL	On Market Sale	N/A	-7,650	FPO	17,759
21-Feb-14	MIML	Off Market Purchase	AUD 55.34	16	FPO	17,760
21-Feb-14	MIML	On Market Purchase	AUD 55.34	353	FPO	17,761
20-Feb-14	MIML	On Market Sale	AUD 55.26	-135	FPO	17,762
20-Feb-14	BACL	Off Market Sale	N/A	-1,968	FPO	17,763
20-Feb-14	BACL	On Market Sale	N/A	-21,804	FPO	17,764
19-Feb-14	MLL	Off Market Sale	AUD 55.97	-20	FPO	17,765
19-Feb-14	BACL	Off Market Sale	N/A	-200	FPO	17,766
19-Feb-14	MIML	Off Market Purchase	AUD 55.97	20	FPO	17,767
19-Feb-14	MIML	On Market Purchase	AUD 55.97	415	FPO	17,768
18-Feb-14	BACL	Off Market Sale	N/A	-1,450	FPO	17,769
17-Feb-14	BACL	Off Market Sale	N/A	-250	FPO	17,770
17-Feb-14	BACL	Off Market Sale	N/A	-2,597	FPO	17,771
17-Feb-14	BACL	Off Market Sale	N/A	-1,915	FPO	17,772
17-Feb-14	BACL	Off Market Sale	N/A	-636	FPO	17,773
17-Feb-14	BACL	Off Market Sale	N/A	-944	FPO	17,774
17-Feb-14	BACL	Off Market Sale	N/A	-956	FPO	17,775
14-Feb-14	BACL	Off Market Sale	N/A	-899	FPO	17,776
14-Feb-14	BACL	Off Market Purchase	N/A	899	FPO	17,777
12-Feb-14	BACL	Off Market Purchase	N/A	8,427	FPO	17,778
12-Feb-14	BACL	Off Market Sale	N/A	-42,185	FPO	17,779
12-Feb-14	BACL	Off Market Purchase	N/A	42,185	FPO	17,780
12-Feb-14	BACL	Off Market Sale	N/A	-4,416	FPO	17,781
12-Feb-14	BACL	Off Market Sale	N/A	-3,068	FPO	17,782
12-Feb-14	BACL	Off Market Sale	N/A	-8,427	FPO	17,783
11-Feb-14	BACL	Off Market Sale	N/A	-12,341	FPO	17,784
11-Feb-14	BACL	Off Market Sale	N/A	-1,986	FPO	17,785
10-Feb-14	MIML	On Market Purchase	AUD 55.62	329	FPO	17,786
10-Feb-14	BACL	Off Market Sale	N/A	-50	FPO	17,787
10-Feb-14	BACL	Off Market Sale	N/A	-200	FPO	17,788
10-Feb-14	BACL	Off Market Sale	N/A	-133	FPO	17,789

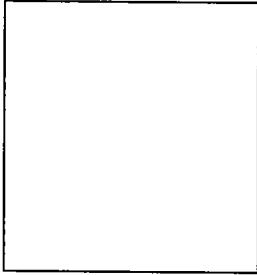
Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
10-Feb-14	BSCL	Off Market Sale	N/A	-150	FPO	17,790
10-Feb-14	BSCL	Off Market Sale	N/A	-200	FPO	17,791
10-Feb-14	BSCL	On Market Sale	N/A	-2,537	FPO	17,792
10-Feb-14	BSCL	On Market Sale	N/A	-6,822	FPO	17,793
06-Feb-14	BSCL	Off Market Sale	N/A	-2,327	FPO	17,794
06-Feb-14	BSCL	Off Market Sale	N/A	-250	FPO	17,795
05-Feb-14	BSCL	Off Market Sale	N/A	-400	FPO	17,796
05-Feb-14	BSCL	Off Market Sale	N/A	-250	FPO	17,797
04-Feb-14	BSCL	Off Market Sale	N/A	-50,000	FPO	17,798
04-Feb-14	BSCL	Off Market Sale	N/A	-150	FPO	17,799
04-Feb-14	BSCL	Off Market Sale	N/A	-329	FPO	17,800
04-Feb-14	BSCL	Off Market Sale	N/A	-465	FPO	17,801
04-Feb-14	BSCL	Off Market Sale	N/A	-15,660	FPO	17,802
04-Feb-14	BSCL	Off Market Sale	N/A	-2,455	FPO	17,803
04-Feb-14	BSCL	Off Market Sale	N/A	-2,197	FPO	17,804
04-Feb-14	BSCL	Off Market Sale	N/A	-1,141	FPO	17,805
03-Feb-14	BSCL	Off Market Sale	N/A	-150	FPO	17,806
31-Jan-14	BSCL	Off Market Sale	N/A	-250	FPO	17,807
31-Jan-14	BSCL	Off Market Sale	N/A	-1,696	FPO	17,808
31-Jan-14	BSCL	Off Market Sale	N/A	-2,071	FPO	17,809
31-Jan-14	BSCL	Off Market Sale	N/A	-6,259	FPO	17,810
31-Jan-14	BSCL	Off Market Sale	N/A	-300	FPO	17,811
31-Jan-14	BSCL	Off Market Sale	N/A	-150	FPO	17,812
31-Jan-14	BSCL	Off Market Sale	N/A	-200	FPO	17,813
31-Jan-14	BSCL	Off Market Sale	N/A	-300	FPO	17,814
31-Jan-14	BSCL	On Market Sale	N/A	-20,304	FPO	17,815
31-Jan-14	BSCL	On Market Sale	N/A	-5,118	FPO	17,816
31-Jan-14	MIML	On Market Sale	AUD 54.09	-1,394	FPO	17,817
30-Jan-14	BSCL	Off Market Sale	N/A	-350	FPO	17,818
29-Jan-14	MIML	On Market Sale	AUD 55.31	-220	FPO	17,819
28-Jan-14	BSCL	Off Market Sale	N/A	-5,000	FPO	17,820
24-Jan-14	MIML	On Market Sale	AUD 55.88	-156	FPO	17,821
23-Jan-14	BSCL	Off Market Purchase	N/A	25,590	FPO	17,822
23-Jan-14	BSCL	Off Market Sale	N/A	-21,938	FPO	17,823
23-Jan-14	BSCL	Off Market Sale	N/A	-5,518	FPO	17,824
23-Jan-14	BSCL	Off Market Sale	N/A	-375	FPO	17,825
23-Jan-14	BSCL	Off Market Purchase	N/A	21,938	FPO	17,826
23-Jan-14	BSCL	Off Market Sale	N/A	-25,590	FPO	17,827
22-Jan-14	BSCL	On Market Sale	N/A	-5,336	FPO	17,828
22-Jan-14	MIML	Off Market Purchase	AUD 54.93	291	FPO	17,829
22-Jan-14	MIML	Off Market Sale	AUD 54.93	-291	FPO	17,830
18-Jan-14	BSCL	Off Market Sale	N/A	-57,918	FPO	17,831
18-Jan-14	BSCL	Off Market Sale	N/A	-124	FPO	17,832
18-Jan-14	BSCL	Off Market Sale	N/A	-502	FPO	17,833
18-Jan-14	BSCL	Off Market Sale	N/A	-6,543	FPO	17,834
17-Jan-14	BSCL	Off Market Sale	N/A	-138	FPO	17,835
15-Jan-14	BSCL	Off Market Purchase	N/A	20,009	FPO	17,836
15-Jan-14	BSCL	Off Market Sale	N/A	-92,197	FPO	17,837
15-Jan-14	BSCL	Off Market Sale	N/A	-404	FPO	17,838
15-Jan-14	BSCL	Off Market Purchase	N/A	92,197	FPO	17,839
15-Jan-14	BSCL	Off Market Sale	N/A	-20,009	FPO	17,840
14-Jan-14	MIML	On Market Purchase	AUD 52.63	2,341	FPO	17,841
14-Jan-14	BSCL	Off Market Sale	N/A	-200	FPO	17,842
14-Jan-14	BSCL	Off Market Sale	N/A	-50	FPO	17,843
14-Jan-14	BSCL	Off Market Sale	N/A	-200	FPO	17,844
14-Jan-14	BSCL	Off Market Sale	N/A	-1,091	FPO	17,845
13-Jan-14	MIML	On Market Purchase	AUD 53.81	4,334	FPO	17,846
10-Jan-14	BSCL	Off Market Sale	N/A	-250	FPO	17,847
10-Jan-14	BSCL	On Market Sale	N/A	-3,770	FPO	17,848
08-Jan-14	MIML	On Market Sale	AUD 54.38	-68	FPO	17,849
08-Jan-14	BSCL	Off Market Sale	N/A	-313	FPO	17,850
08-Jan-14	BSCL	Off Market Sale	N/A	-1,616	FPO	17,851
08-Jan-14	BSCL	Off Market Sale	N/A	-583	FPO	17,852
08-Jan-14	BSCL	Off Market Sale	N/A	-1,125	FPO	17,853
08-Jan-14	BSCL	Off Market Sale	N/A	-334	FPO	17,854
08-Jan-14	BSCL	Off Market Sale	N/A	-84	FPO	17,855
08-Jan-14	BSCL	Off Market Sale	N/A	-946	FPO	17,856
08-Jan-14	BSCL	Off Market Sale	N/A	-281	FPO	17,857
08-Jan-14	BSCL	Off Market Sale	N/A	-71	FPO	17,858
07-Jan-14	MIML	On Market Purchase	AUD 54.35	720	FPO	17,859
06-Jan-14	BSCL	Off Market Sale	N/A	-308	FPO	17,860
03-Jan-14	MIML	On Market Sale	AUD 55	-430	FPO	17,861
02-Jan-14	MLL	Corporate Action - Spin Off	N/A	31,293	FPO	17,862
02-Jan-14	MLL	Corporate Action - Spin Off	N/A	31,293	FPO	17,863

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	11,823	FPO	17,864
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	11,823	FPO	17,865
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	13,537	FPO	17,866
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	13,537	FPO	17,867
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	1,745	FPO	17,868
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	1,745	FPO	17,869
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	18,298	FPO	17,870
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	18,298	FPO	17,871
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	7,637	FPO	17,872
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	7,637	FPO	17,873
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	1,101,868	FPO	17,874
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	1,101,868	FPO	17,875
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	284,372	FPO	17,876
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	284,372	FPO	17,877
02-Jan-14	BACL	Corporate Action - Spin Off	N/A	23,040,060	FPO	17,878
02-Jan-14	BACL	Corporate Action - Spin Off	N/A	23,040,060	FPO	17,879
02-Jan-14	BACL	Corporate Action - Spin Off	N/A	3,718,800	FPO	17,880
02-Jan-14	BACL	Corporate Action - Spin Off	N/A	3,718,800	FPO	17,881
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	213,033	FPO	17,882
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	213,033	FPO	17,883
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	309,410	FPO	17,884
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	309,410	FPO	17,885
02-Jan-14	MIML	On Market Sale	AUD 55.08	-7,775	FPO	17,886
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	122,153	FPO	17,887
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	122,153	FPO	17,888
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	108,069	FPO	17,889
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	108,069	FPO	17,890
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	26,718	FPO	17,891
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	26,718	FPO	17,892
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	19,089	FPO	17,893
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	19,089	FPO	17,894
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	85,945	FPO	17,895
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	85,945	FPO	17,896
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	18,859	FPO	17,897
02-Jan-14	MIML	Corporate Action - Spin Off	N/A	18,859	FPO	17,898
31-Dec-13	MIML	On Market Sale	AUD 54.97	-77	FPO	17,899
30-Dec-13	BACL	Off Market Sale	N/A	-1,310	FPO	17,900
30-Dec-13	BACL	Off Market Sale	N/A	-929	FPO	17,901
30-Dec-13	BACL	Off Market Sale	N/A	-408	FPO	17,902
30-Dec-13	BACL	Off Market Sale	N/A	-350	FPO	17,903
27-Dec-13	BACL	Off Market Sale	N/A	-5,855	FPO	17,904
24-Dec-13	BACL	Off Market Sale	N/A	-35	FPO	17,905
24-Dec-13	BACL	Off Market Sale	N/A	-89	FPO	17,906
24-Dec-13	BACL	Off Market Sale	N/A	-30	FPO	17,907
24-Dec-13	BACL	Off Market Sale	N/A	-4,679	FPO	17,908
24-Dec-13	BACL	Off Market Sale	N/A	-11,379	FPO	17,909
24-Dec-13	BACL	Off Market Sale	N/A	-1,018	FPO	17,910
24-Dec-13	BACL	Off Market Sale	N/A	-708	FPO	17,911
24-Dec-13	BACL	Off Market Sale	N/A	-1,180	FPO	17,912
20-Dec-13	MIML	On Market Sale	AUD 54.80	-2,631	FPO	17,913
20-Dec-13	MIML	On Market Purchase	AUD 54.80	206	FPO	17,914
20-Dec-13	MIML	On Market Purchase	AUD 54.80	176	FPO	17,915

ANNEXURE 'C'

This is the annexure marked 'C' of 35 pages referred to in the Notice of change of interests of substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
4 June 2014



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: 11 May, 1997.

Between:

Bankers Trust Australia Limited ACN 003 017 221
of Level 15, The Chifley Tower, 2 Chifley Square, Sydney, NSW
2000

And:

AMP Securities Pty Limited ACN 063 403 681
of Level 16, 33 Alfred Street, 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.*

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.

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- (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 CHES), 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

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- (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 depository (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.

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- 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:

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- (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;

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- (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;

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- (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:**

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- (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

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- (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 messaging 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";

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- (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

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- (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;

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- (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 entities 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 the following or otherwise, as agreed between the Parties from time to time, whether transferable by hand or within a depository:

- (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 not apply.

4 VOTING (see clause 4.3)

Clause 4.3 does not apply.

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

Sydney.

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

6.1 Address for notices or communications to Bankers Trust Australia Limited

Address: Level 15, The Chifley Tower, 2 Chifley Square, Sydney
NSW 2000

Attention: Sasha Conoplia

Facsimile No: 612 9259 9466

Telephone No: 612 9259 3057

Email: sasha.conoplia@bankerstrust.com.au

which is an Australian Taxpayer.

6.2 Address for notices or communications to AMP Securities Pty Limited

Address: Level 16, 33 Alfred Street, Sydney, NSW 2000

Attention: AMP Securities Pty Limited – Securities Lending Division

Facsimile No: 612 9257 5996

Telephone No: 612 9257 5238

Email:

which is an Australian Taxpayer.

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

Is required by both parties unless expressly stated in a confirmation.

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

Is required by both parties unless expressly 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 (if any)

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

1. The following words should be added to the end of the existing clause 2.1:

“The Borrowing Request may be made orally by the Borrower. Following receipt of the Borrowing Request the Lender, in its absolute discretion, may accept the Borrowing Request by serving on the Borrower a Confirmation.”
2. The following new clauses shall be added:
 - “2.3 **[Securities Lending Agreement]** The Borrower shall at all times not do any act or thing which may cause this Agreement to not qualify as a written agreement of the kind known as a securities lending agreement for the purposes of Section 26BC(3) of the Income Tax Assessment Act.”
 - “4.4 **[Other Corporate Actions]** Each Party hereby undertakes to procure that all reasonable instructions received from the other Party in respect of conversions, subdivisions consolidations, redemption’s, takeovers, and pre-emptions, are complied with in respect of such Securities, Equivalent Securities, Collateral and/ or Equivalent Collateral PROVIDED THAT each Party shall notify the other of its instructions in writing no later than five (5)Business Days prior to the date upon which such action is to be taken, unless otherwise agreed between the Parties.”
 - “14.6 **[Warranty as to Beneficial Ownership]** When AMP lends or borrows as Agent, AMP hereby warrants to BTAL that, at the time of entering into and, at all times during, an Agency Transaction, the Principal on who’s behalf the Agency Transaction has been entered into is authorised and entitled to, in the case of lending Securities, lend Securities and to deliver beneficial ownership of the Securities free from all liens, charges and encumbrances and, in the case of borrowing Securities, borrow Securities and deal with them as contemplated by this Agreement.”
 - “14.7 **[Warranty as to Authority of Principal]** AMP, as Agent, warrants that each Principal on whose behalf AMP enters into Agency Transactions is authorised to and, has the power to, enter into the lending or borrowing of Securities as contemplated by this Agreement.
 - “14.8 **[BTAL not act as Agent]** If BTAL lends securities to AMP under this Agreement, it will at all times do so as principal, not as agent.”
 - “14.9 **[Restriction on Agency Transactions]** When AMP acts as Lender or Borrower, it may only enter into Agency Transactions, as Agent for and on behalf of a Principal, with BTAL if the Principal is:
 - (a) AMP Life Limited Statutory Funds No. 1, 2 or 3; or
 - (b) such other person as is agreed in writing between AMP and BTAL, which written agreement shall form part of this Agreement, whether or not such written agreement is physically attached to this Agreement”

“14.10 [Netting and set-off] Any netting or set-off rights operate separately in relation to Agency Transactions entered into in connection with each separate Principal.”

3. Clause 14.1 is amended by deleting the words “for a third person (a “Principal”)” in the second and third lines and replacing them with “for a Principal”.
4. The definition of “Principal” in Clause 26 should be deleted and replaced with “means the persons referred to in clause 14.9(a) and (b)”.
5. New definitions should be added to Clause 26 of the Agreement as follows:

“**BTAL** means Bankers Trust Australia Limited ACN 003 017 221 of Level 15, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000.”

“**AMP** means AMP Securities Pty Limited ACN 063 403 681 of Level 16, 33 Alfred Street, Sydney NSW 2000 as agent for the Principals as provided for in clause 14.9.”

6. An additional Event of Default is to be added to clause 12.1 as follows:

“12.1(j) If the making of any law or treaty or, a change in the interpretation or application by any governmental agency of any law or treaty, makes it unlawful or grossly impracticable for a Lender (whether as Agent or otherwise, including a Principal which is subject to the law or treaty) to lend Securities.”

Execution page

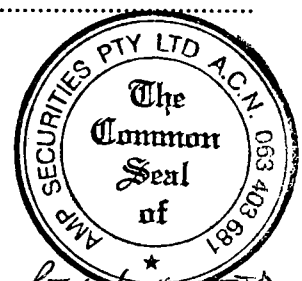
Executed as an agreement

SIGNED by Robert Woods)
as attorney for **Bankers Trust Australia**)
Limited in the presence of:)
.....)
Signature of witness)
SASHA CONOPLIA)
Name of witness)


.....)
Signature

SIGNED by)
as attorney for **AMP Securities Pty**)
Limited in the presence of:)
.....)
Signature of witness)
.....)
Name of witness)

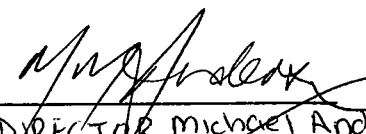
.....)
Signature



THE COMMON SEAL OF AMP SECURITIES ~~PRIVATE LIMITED~~
WAS HEREUNTO AFFIXED IN ACCORDANCE WITH A
RESOLUTION OF THE BOARD OF DIRECTORS AND IN
THE PRESENCE OF



DIRECTOR
MARK O'Brien



DIRECTOR Michael Anderson