

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

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The PD Debt Instruments are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC ("**IMD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive (as defined below). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIPs Regulation**") for offering or selling the PD Debt Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the PD Debt Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

FINAL TERMS DATED 1 MARCH 2018

MACQUARIE GROUP LIMITED
(ABN 94 122 169 279)

(incorporated with limited liability in the Commonwealth of Australia)

Issue of

€500,000,000 Fixed-to-Floating Rate Unsubordinated PD Debt Instruments due 5 March 2025

U.S.\$10,000,000,000 DEBT INSTRUMENT PROGRAMME

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions ("**Conditions**") set forth in the Base Prospectus dated 14 June 2017 and the supplements to such Base Prospectus dated 14 November 2017 and 27 November 2017 (together, "**Supplements to the Base Prospectus**") which together constitute a Base Prospectus (the "**Base Prospectus**") for the purposes of Article 5.4 of Directive (2003/71/EC, as amended) (the "**Prospectus Directive**"). This document constitutes the final terms of a Tranche of PD Debt Instruments described herein ("**PD Debt Instruments**") for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus as so supplemented.

Full information on the Issuer and the offer of the PD Debt Instruments is only available on the basis of the combination of these Final Terms and the Base Prospectus as so supplemented. The Base Prospectus and the Supplements to the Base Prospectus have been published on the website of the London Stock Exchange in accordance with Article 14 of the Prospectus Directive and are available for viewing on the internet site www.macquarie.com.au/mgl/au/about-macquarie-group/investor-relations/debt-investors/unsecured-funding/mbl-banking/mbl-debt-programs and during normal business hours copies may be obtained from the offices of the I&P Agent, Citibank, N.A., London Branch at c/o Citibank, N.A., Dublin Branch, Ground Floor, 1 North Wall Quay, Dublin 1, Ireland.

1. Issuer: Macquarie Group Limited
(LEI Number ACMHD8HWFMIUQQ8Y590)

2.	(i) Series Number	Not Applicable
	(ii) Tranche Number	1
3.	Specified Currency:	Euro ("€")
4.	Aggregate Nominal Amount:	€500,000,000
5.	Issue Price:	99.342% of the Aggregate Nominal Amount
6.	Specified Denominations:	€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No PD Debt Instruments in definitive form will be issued with a denomination above €199,000
7.	(i) Issue/Deposit Date:	5 March 2018
	(ii) Interest Commencement Date:	Issue Date
8.	Maturity Date:	5 March 2025
9.	Interest Basis:	Fixed/Floating Rate 1.25% per annum Fixed Rate from (and including) the Issue Date to (but excluding) the Interest Basis Conversion Date 3 month EURIBOR plus 0.839% per annum Floating Rate from (and including) the Interest Basis Conversion Date to (but excluding) the Maturity Date (further particulars specified below)
10.	Default Interest (Condition 5.5(d)):	Not Applicable
11.	Redemption Basis:	Redemption at par
12.	Change of Interest Basis:	Applicable if and only to the extent the PD Debt Instruments are not redeemed on the Interest Basis Conversion Date. See paragraph 9 above and paragraph 17 below.
13.	Put / Call Options:	Issuer Call (see paragraph 18 below)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate PD Debt Instrument Provisions:	Applicable during the period from (and including) the Issue Date to (but excluding) the Interest Basis Conversion Date (see paragraph 17 below)
	(i) Interest Rate(s):	1.250% per annum payable annually in arrear
	(ii) Interest Payment Date(s):	5 March in each year from and including 5 March 2019 up to and including the Interest Basis Conversion Date
	(iii) Fixed Coupon Amount:	€1,250 per €100,000
	(iv) Broken Amount:	Not Applicable
	(v) Day Count Fraction:	Actual/Actual (ICMA)

	(vi) Business Day Convention	Following Business Day Convention
	(vii) Interest Determination Dates:	Not Applicable
15.	Floating Rate PD Debt Instrument Provisions:	Applicable during the period from (and including) the Interest Basis Conversion Date to (but excluding) the Maturity Date (see paragraph 18 below)
	(i) Interest Periods:	The Interest Period shall be each period from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date provided that the first Interest Period shall be from (and including) the Interest Basis Conversion Date to (but excluding) the next Interest Payment Date
	(ii) Interest Payment Date(s):	5 June 2024, 5 September 2024, 5 December 2024 and the Maturity Date
	(iii) Business Day Convention:	Modified Following Business Day Convention
	(iv) Relevant Financial Centre:	Brussels
	(v) Manner in which the Interest Rate(s) are to be determined:	Screen Rate Determination
	(vi) Party responsible for calculating the Interest Rate(s) and Interest Amount(s):	Calculation Agent: Citibank N.A., London Branch.
	(vii) ISDA Determination:	Not Applicable
	(viii) Screen Rate Determination:	Applicable
	Reference Rate:	3 month EURIBOR
	Interest Determination Dates:	Second day on which the TARGET 2 System is open prior to the first day of each Interest Period
	Relevant Screen Page:	Reuters Screen Page: EURIBOR01 (or any substitute page of Reuters or any other successor)
	Relevant Time:	11:00am Brussels time
	Reference Banks:	None specified (Condition 5.7 will apply)
	Principal Financial Centre:	London
	(ix) Margin:	Plus 0.839% per annum
	(x) Minimum Interest Rate:	Not Applicable
	(xi) Maximum Interest Rate:	Not Applicable
	(xii) Day Count Fraction:	Actual/360 (ICMA)
	(xiii) Fallback Interest Rate:	Not Applicable
	(xiv) Representative Amount:	Not Applicable
16.	Zero Coupon PD Debt Instrument Provisions:	Not Applicable

17. **Fixed/Floating Rate Interest Basis Provisions:** Applicable
- (i) First Interest Basis: Fixed Rate in accordance with paragraph 14 above and Condition 5.4
 - (ii) Second Interest Basis: Floating Rate in accordance with paragraph 15 above and Condition 5.4
 - (iii) Interest Basis Conversion Date: 5 March 2024

PROVISIONS RELATING TO REDEMPTION

18. **Redemption at Issuer's option (Call):** Condition 6.2 is applicable – option to redeem can only be exercised on the Interest Basis Conversion Date
- (i) Early Redemption Amount (Call): 100% of the principal amount of the PD Debt Instruments together with accrued interest (if any) thereon
 - (ii) If redeemable in part: Redemption at Issuer's option is permitted in respect of all or some only of the PD Debt Instruments (provided that the amount redeemed in respect of each PD Debt Instrument shall be at least the Specified Denomination or a multiple thereof)
 - (iv) Notice period: Minimum: 30 days
Maximum: 60 days
19. **Redemption at PD Debt Instrument Holder's option (Put):** Not Applicable
20. **Final Redemption Amount of each PD Debt Instrument:** Not Applicable
21. **Early Redemption Amount**
- (i) Early Redemption Amount (Tax) (Condition 6.4): Outstanding principal amount together with accrued interest (if any) thereon of the PD Debt Instruments.
 - (ii) Early Redemption Amount (Default) (Condition 9.1): Outstanding principal amount together with accrued interest (if any) thereon of the PD Debt Instruments.

GENERAL PROVISIONS APPLICABLE TO THE PD DEBT INSTRUMENTS

22. Form of PD Debt Instrument:
- (i) Form: Bearer (Condition 1.1).

Temporary Global PD Debt Instrument exchangeable for a Permanent Global PD Debt Instrument upon certification as to non-US beneficial ownership no earlier than 40 days after the completion of distribution of the PD Debt Instruments as determined by the Issuing and Paying Agent, which is exchangeable for Definitive PD Debt Instruments in certain limited circumstances.
 - (ii) Type: Fixed / Floating Interest Rate Basis PD Debt Instrument
23. Additional Business Centre: London, New York, Sydney and TARGET2

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|-----|---|-----------------------------|
| 24. | Talons for future Coupons to be attached to Definitive PD Debt Instruments (and dates on which such Talons mature): | Not Applicable |
| 25. | Governing law: | The laws of New South Wales |
| 26. | Place for notices: | Condition 18.1 will apply |
| 27. | Public Offer: | Not Applicable |

DISTRIBUTION

- | | | |
|-----|---|----------------|
| 28. | U.S. Selling Restrictions: | TEFRA: D Rules |
| 29. | Prohibition of Sales of EEA Retail Investors: | Applicable |

CONFIRMED

MACQUARIE GROUP LIMITED



By: Angus Cameron - Executive Director
Authorised Person

PART B - OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing: Application will be made for the PD Debt Instruments to be listed on the Official List of the UK Listing Authority with effect from 5 March 2018
- (ii) Admission to trading: Application will be made for the PD Debt Instruments to be admitted to trading on the Regulated Market of the London Stock Exchange plc with effect from 5 March 2018

2. RATINGS

Credit Ratings: The PD Debt Instruments to be issued are expected to be rated by the following rating agencies:

S&P Global Ratings Australia Pty Ltd: BBB

Moody's Investors Service Pty Limited: A3

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for the fees payable to Citigroup Global Markets Limited, HSBC Bank plc, ING Bank N.V., Macquarie Bank International Limited, Westpac Banking Corporation and Lloyds Bank plc as Dealers (as generally discussed in "Subscription and Sale" on pages 135 to 144 of the Base Prospectus dated 14 June 2017), so far as the Issuer is aware, no person involved in the offer of the PD Debt Instruments has an interest material to the offer.

4. TOTAL EXPENSES

Total Expenses £3,650 (listing)

5. YIELD (Fixed Rate PD Debt Instruments only)

Indication of yield: 1.365%

6. OPERATIONAL INFORMATION

ISIN Code: XS1784246701

Common Code: 178424670

CUSIP: Not Applicable

CMU instrument number: Not Applicable

Any clearing system(s) other than Euroclear Bank S.A./N.V., and Clearstream Banking S.A. or the CMU Service and the relevant identification number(s): Not Applicable

Delivery: Delivery against payment

Issuing and Paying Agent:	Citibank, N.A., London Branch
CMU Lodging Agent:	Not Applicable
Registrar:	Not Applicable
Transfer Agent:	Not Applicable
Common Depositary:	Citibank, N.A., London Branch
Place of delivery of Definitive PD Debt Instruments:	See Clause 4.5(a)(v) of Agency Agreement