

OFFERING MEMORANDUM
FOR THE ISSUE OF DEBT INSTRUMENTS

MACQUARIE GROUP LIMITED

(ABN 94 122 169 279)

(incorporated with limited liability in the Commonwealth of Australia)



A9.4.1.1
A9.4.1.2

U.S.\$10,000,000,000
(or equivalent in other currencies)

Debt Instrument Programme

ISSUER

Macquarie Group Limited

DEALERS

Australia and New Zealand Banking Group Limited

BofA Merrill Lynch

Citigroup

Commonwealth Bank of Australia

HSBC

ING

J.P. Morgan

Macquarie Bank International Limited

Macquarie Bank Limited

National Australia Bank Limited

SMBC Nikko

Westpac Banking Corporation

ISSUING & PAYING AGENT

Citibank, N.A., London Branch

CMU LODGING AGENT

Citicorp International Limited

Dated 13 June 2018

Introduction

Pages 1 to 120 and pages 191 to 193 inclusive of this Offering Memorandum comprise a base prospectus (the “**Base Prospectus**”) of Macquarie Group Limited (ABN 94 122 169 279) (“**Issuer**” or “**MGL**”) for the purposes of Article 5.4 of Directive 2003/71/EC, as amended (the “**Prospectus Directive**”) in respect of unsecured and unsubordinated debt instruments to be admitted to the Official List of the UK Listing Authority (as defined below) and to be admitted to trading on the London Stock Exchange’s Regulated Market (“**PD Debt Instruments**”). Non-PD Debt Instruments (as defined below) may not and will not be issued under the Base Prospectus.

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Pages 121 to 190 inclusive of this Offering Memorandum comprise an offering circular (the “**Offering Circular**”) and has been prepared by MGL in connection with the issuance of unsecured, unsubordinated or subordinated debt instruments other than PD Debt Instruments (“**Non-PD Debt Instruments**”) and, together with the PD Debt Instruments, the “**Debt Instruments**”). The Offering Circular has not been reviewed or approved by the UK Listing Authority and does not constitute a prospectus for the purposes of the Prospectus Directive. The Offering Circular does not form part of the Base Prospectus.

MGL may, from time to time, offer Debt Instruments to qualified investors in the European Economic Area (“**EEA**”) under the Debt Instrument Programme described in this Offering Memorandum (“**Programme**”).

IMPORTANT – EEA RETAIL INVESTORS - If the Final Terms (or Pricing Supplement, as the case may be) in respect of any Debt Instruments includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“**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. Consequently no key information document required by Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) for offering or selling the Debt Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Debt Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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MiFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms or Pricing Supplement in respect of any Debt Instruments may include a legend entitled “MiFID II Product Governance” which will outline the outcome of the target market assessment in respect of the Debt Instruments and which channels for distribution of the Debt Instruments are appropriate. Any person subsequently offering, selling or recommending the Debt Instruments (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Debt Instruments (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Debt Instruments is a manufacturer in respect of such Debt Instruments but otherwise none of the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

The aggregate principal amount of Debt Instruments which may be outstanding at any time will not exceed U.S.\$10,000,000,000 (or its equivalent in other currencies at the date of issue) (“**Programme Limit**”, as may be amended from time to time).

PD Debt Instruments will be issued in one or more tranches (each a “**Tranche**”) within one or more series (each a “**Series**”). Tranches of PD Debt Instruments and Non-PD Debt Instruments within a particular Series may have various issue dates, issue prices and interest commencement dates and, in respect of the first interest payment (if any), different interest payment amounts but will otherwise be issued on identical terms and conditions.

MGL has previously published, and may in the future publish, other prospectuses or offering documents in relation to the issue of other classes of debt obligations under the Programme. This Offering Memorandum supersedes and replaces in its entirety MGL’s Offering Memorandum for the Programme dated 14 June 2017 (as supplemented). Any issue of Debt Instruments will be made pursuant to such documentation as MGL may determine.

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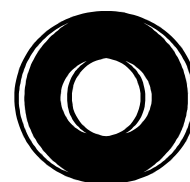
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BASE PROSPECTUS
FOR THE ISSUE OF PD DEBT INSTRUMENTS

MACQUARIE GROUP LIMITED

(ABN 94 122 169 279)

(incorporated with limited liability in the Commonwealth of Australia)



MACQUARIE

Important Notices

This Base Prospectus has not been, nor will be, lodged with the Australian Securities and Investments Commission ("ASIC") and is not a 'prospectus' or other 'disclosure document', nor a 'product disclosure statement', for the purposes of the Corporations Act 2001 of Australia ("Corporations Act").

This Base Prospectus comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive and is provided for the purpose of giving information with regard to the issue of any PD Debt Instruments by MGL which have a denomination of at least €100,000 (or its equivalent in another currency) and which are to be admitted to the Official List and admitted to trading on the Market, during the period of 12 months after the date hereof. This Base Prospectus provides information with regard to MGL and its subsidiaries, which, according to the particular nature of MGL and the PD Debt Instruments, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of MGL.

This Base Prospectus has been prepared on the basis that would permit an offer of PD Debt Instruments only in circumstances where there is an exemption from the obligation under the Prospectus Directive to publish a prospectus. Accordingly, any offer of PD Debt Instruments in any Member State of the EEA which has implemented the Prospectus Directive (each, a "**Relevant Member State**") must be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of PD Debt Instruments. Accordingly, any person making or intending to make an offer of PD Debt Instruments in that Relevant Member State may only do so in circumstances in which no obligation arises for MGL or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither MGL nor any Dealer has authorised, nor do they authorise, the making of any offer of PD Debt Instruments in circumstances in which an obligation arises for MGL or any Dealer to publish or supplement a prospectus for such offer.

MGL is not an "authorised deposit-taking institution" ("**ADI**") for the purposes of the Banking Act 1959 of Australia ("**Banking Act**"), and its obligations do not represent deposits, protected accounts or other liabilities of its subsidiary, Macquarie Bank Limited (ABN 46 008 583 542) ("**MBL**" or "**Macquarie Bank**"). MBL does not guarantee or otherwise provide assurance in respect of the obligations of MGL. In this Base Prospectus references to the "**Macquarie Group**" are references to MGL and its controlled entities and references to the "**Macquarie Bank Group**" are references to Macquarie Bank and its controlled entities.

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The PD Debt Instruments may be issued on a continuing basis to Australia and New Zealand Banking Group Limited, Citigroup Global Markets Limited, Commonwealth Bank of Australia, HSBC Bank plc, ING Bank N.V., J.P. Morgan Securities plc, Macquarie Bank International Limited, Macquarie Bank Limited, Merrill Lynch International, National Australia Bank Limited, SMBC Nikko Capital Markets Limited and Westpac Banking Corporation (as a dealer under the Programme) and/or any additional dealer appointed under the Programme (and whose appointment has not been terminated) from time

to time by the Issuer (each a "**Dealer**" and together, the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the "**relevant Dealer**" shall, in the case of an issue of PD Debt Instruments being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe for such PD Debt Instruments. References in this Base Prospectus to the "**Arranger**" shall be to Macquarie Group Limited, in its capacity as arranger of the Programme.

The PD Debt Instruments have not been and will not be registered under the U.S. Securities Act of 1933, as amended ("**Securities Act**") and will be issued in bearer or registered form. The PD Debt Instruments are being offered outside the United States by the Dealers in accordance with Regulation S under the Securities Act, and may not be offered, sold, resold or delivered within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

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PD Debt Instruments in bearer form with a maturity of more than one year are subject to U.S. tax law requirements and, pursuant to the terms of the Programme, may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by the U.S. Internal Revenue Code of 1986, as amended ("**U.S. Internal Revenue Code**") and U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and U.S. tax regulations.

The Financial Conduct Authority ("**FCA**"), in its capacity as competent authority under the Financial Services and Markets Act 2000 (UK), as amended ("**FSMA**") ("**UK Listing Authority**") for the purposes of the Prospectus Directive, has approved this Base Prospectus as a base prospectus issued in compliance with the Prospectus Directive and the relevant implementing measures in the United Kingdom. Application has also been made for PD Debt Instruments issued under the Programme during the twelve month period from the date of this Base Prospectus to be admitted to the Official List of the UK Listing Authority ("**Official List**") and to the London Stock Exchange Plc ("**London Stock Exchange**") for such PD Debt Instruments to be admitted to trading on the London Stock Exchange's Regulated Market ("**Market**"). References in this Base Prospectus to PD Debt Instruments being "listed" (and all related references) shall mean that such PD Debt Instruments have been admitted to trading on the Market and have been admitted to the Official List. The Market is a Regulated Market for the purposes of Article 4.1(21) of MiFID II.

Important Legal Information

The section of this Base Prospectus entitled "Important Legal Information" on pages 115 to 117 contains some important legal information regarding the basis on which the Base Prospectus may be used, forward-looking statements and other important matters.

Credit ratings

There are references in this Base Prospectus to credit ratings. A credit rating is not a recommendation to buy, sell or hold any PD Debt Instruments and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency.

The credit ratings assigned to MGL and any PD Debt Instruments referred to in this Base Prospectus have been or (in the case of PD Debt Instruments to be issued under the Programme) may be issued by Standard & Poor's (Australia) Pty Ltd, Moody's Investors Service Pty Limited and Fitch Australia Pty Ltd, none of which is established in the European Union or has applied for registration under Regulation (EC) No. 1060/2009 (as amended by Regulation (EC) No. 513/2011) (the "CRA Regulation"). However, their credit ratings are endorsed on an on-going basis by Standard & Poor's Credit Market Services Europe Limited, Moody's Investors Services Limited and Fitch Ratings Limited, respectively pursuant to and in accordance with the CRA Regulation. Each of Standard & Poor's Credit Market Services Europe Limited, Moody's Investors Services Limited and Fitch Ratings Limited is established in the European Union and registered under the CRA Regulation and, as such, is included in the list of the credit rating agencies published by the European Securities and Markets Authority on its website ("ESMA"). In a report dated 18 April 2012, ESMA concluded that, overall, the Australian Legal and Supervisory framework is equivalent to the European Union regulatory regime for credit rating agencies according to what is provided in Article 5(6) of the CRA Regulation.

The credit rating of certain Series of PD Debt Instruments to be issued under the Programme may be specified in the Final Terms.

Available information

The Final Terms for each Tranche of PD Debt Instruments to be listed on the London Stock Exchange will be published via the Regulatory News Service of the London Stock Exchange at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html.

Responsibility

MGL accepts responsibility for the information contained in this Base Prospectus and the Final Terms of each Tranche of PD Debt Instruments issued under the Programme. To the best of MGL's knowledge (after having taken reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and this Base Prospectus contains no omission likely to affect its import.

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Documents incorporated by reference

This Base Prospectus is to be read in conjunction with the documents which are incorporated herein by reference (see "Documents incorporated by reference" on pages 30 to 31 of this Base Prospectus). This Base Prospectus shall, save as specified herein, be read and construed on the basis that such documents are so incorporated and form part of this Base Prospectus. Investors should review, amongst other things, the documents deemed to be incorporated herein by reference when deciding whether or not to purchase any PD Debt Instruments.

No independent verification or advice

None of the Dealers or the Agents (as defined in the Conditions) has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by any Dealer (or their affiliates) or Agent as to the accuracy or completeness of any of the information contained in this Base Prospectus or any further information supplied in connection with the Programme.

Neither this Base Prospectus nor any other information provided in connection with the Programme or the PD Debt Instruments is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation or a statement of opinion, or a report of either of those things, by MGL or any Dealer or Agent that any recipient of this Base Prospectus purchase any PD Debt Instruments or any rights in respect of any PD Debt Instruments. Each investor contemplating purchasing any PD Debt Instruments or any rights in respect of any PD Debt Instruments under the Programme should make (and shall be deemed to have made) its own independent assessment of the condition and affairs of, and its own appraisal of the creditworthiness of, MGL. No advice is given in respect of the taxation treatment of investors in connection with investment in any PD Debt Instruments and each investor is advised to consult its own professional adviser.

Currency of information

Neither the delivery of this Base Prospectus nor any sale made in connection with this Base Prospectus at any time implies that the information contained herein concerning Macquarie Group is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated.

No review of affairs of MGL or the Macquarie Group

None of the Dealers or the Agents undertakes to review the financial condition or affairs of MGL or the Macquarie Group during the life of the Programme or to advise any investor in the PD Debt Instruments of any information coming to the attention of any Dealer or Agent.

PD Debt Instruments may not be a suitable investment for all investors

Investors should have (either alone or with the help of a financial or other professional adviser) sufficient knowledge and experience in financial and business matters to meaningfully evaluate the merits and risks of investing in a particular issue of PD Debt Instruments and the information contained in or incorporated by reference in this Base Prospectus or any Final Terms.

A range of PD Debt Instruments may be issued under the Programme. A number of these PD Debt Instruments may have features which contain particular risks for potential investors in relation to their own personal circumstances. The risks of a particular PD Debt Instrument will depend on the terms of such PD Debt Instrument. Prospective investors may be required to bear the financial risks of an investment in the PD Debt Instruments for an indefinite period of time or could lose all or a substantial portion of their investment if MGL becomes unable to fulfil its obligations owing under the PD Debt Instruments (for example, in circumstances where MGL becomes insolvent). Such risks generally depend on factors over which MGL has no control and which cannot readily be foreseen.

Legal investment considerations may restrict certain investors

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (A) PD Debt Instruments are legal investments for it, (B) PD Debt Instruments can be used as collateral for various types of borrowing and (C) other restrictions apply to its purchase or pledge of any PD Debt Instruments. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of PD Debt Instruments under any applicable risk-based capital or similar rules.

No authorisation

No person has been authorised to give any information or make any representations not contained in this Base Prospectus in connection with MGL, the Macquarie Group, the Programme or the issue or sale of the PD Debt Instruments and, if given or made, such information or representation must not be relied upon as having been authorised by MGL or any Dealer or Agent.

Distribution

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The distribution of this Base Prospectus and any Final Terms and the offer, sale, resale or transfer of PD Debt Instruments may be restricted in certain jurisdictions. Neither MGL nor any Dealer or Agent represents that this Base Prospectus may be lawfully distributed, or that any PD Debt Instruments may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, except for registration of this Base Prospectus with the UK Listing Authority and the London Stock Exchange, no action has been taken by MGL or any Dealer or Agent which would permit a public offering of any PD Debt Instruments or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no PD Debt Instruments may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms.

Persons into whose possession this Base Prospectus or any PD Debt Instruments come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Base Prospectus and the offer, sale, resale or transfer of PD Debt Instruments in Australia, the United States of America ("**United States**"), the European Economic Area, the United Kingdom, Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), Singapore, Japan, Korea, India, Canada, the People's Republic of China (which excludes, for the purposes of this Base Prospectus only, Hong Kong, the Macau Special Administrative Region and Taiwan) ("**PRC**"), Malaysia, Mexico and Taiwan (see "Representations and Warranties of Investors" on pages 116 to 117 of this Base Prospectus and "Subscription and Sale" on pages 97 to 106 inclusive of this Base Prospectus).

No offer

This Base Prospectus and any Final Terms is not intended to, nor does it, constitute an offer or invitation by or on behalf of MGL or any Dealer or Agent to any person to subscribe for, or purchase any PD Debt Instruments nor does it constitute, and it may not be used for the purposes of, an offer or invitation by anyone in any jurisdiction in which such offer or invitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the PD Debt Instruments or the distribution of this Base Prospectus or any Final Terms in any jurisdiction where such action is required.

Australian banking legislation

Macquarie Group is regulated as a non-operating holding company (“**NOHC**”) of an ADI under the Banking Act.

The Australian Prudential Regulation Authority (“**APRA**”) has a general power under section 11CA of the Banking Act to make a variety of directions to an authorised NOHC in a wide range of circumstances, including if APRA has reason to believe that the authorised NOHC is, or is about to become, unable to meet its liabilities or there has been, or there might be, a sudden material deterioration in the NOHC’s financial condition or if the NOHC is conducting its affairs in an improper or financially unsound way.

PD Debt Instruments do not constitute a protected account of, or (unless expressly provided in the relevant Final Terms) a deposit with Macquarie Group’s subsidiary, Macquarie Bank. The liabilities which are preferred by law to the claim of a holder in respect of a PD Debt Instrument will be substantial and the Conditions do not limit the amount of such liabilities which may be incurred or assumed by Macquarie Group from time to time.

A “**protected account**” is either (a) an account where an ADI is required to pay the account-holder, on demand or at an agreed time, the net credit balance of the account, or (b) another account or financial product prescribed by regulation. Changes to applicable law may extend the liabilities required to be preferred by law.

Use of defined terms in this Base Prospectus

Certain terms or phrases in this Base Prospectus are defined in double quotation marks and subsequent references to that term are designated with initial capital letters.

References to currencies

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In this Base Prospectus references to:

- “**U.S.\$**” and “**U.S. Dollars**” are to the lawful currency of the United States;
- “**A\$**” and “**Australian Dollars**” are to the lawful currency of Australia;
- “**£**”, “**sterling**” and “**Sterling**” are to the lawful currency of the United Kingdom;
- “**Yen**” are to the lawful currency of Japan;
- “**HKD**” or “**Hong Kong Dollars**” are to the lawful currency of Hong Kong;
- “**€**”, “**EUR**” or “**Euro**” are to the single currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the

European Union, as amended from time to time; and

- “RMB” or “Renminbi” are to the lawful currency of the PRC.

Supplemental Prospectus

If at any time MGL shall be required to prepare a supplement to this Base Prospectus pursuant to section 87G of the FSMA, MGL will prepare and make available an appropriate amendment or supplement to this Base Prospectus or a further prospectus which, in respect of any subsequent issue of PD Debt Instruments to be listed on the Official List and admitted to trading on the Market, shall constitute a supplemental prospectus as required by the UK Listing Authority and section 87G of the FSMA.

MGL has undertaken, in connection with the listing of the PD Debt Instruments, that if at any time while any PD Debt Instruments are admitted to the Official List and to trading on the Market there is a significant new factor, material mistake or inaccuracy relating to information contained in this Base Prospectus which is capable of affecting the assessment of any PD Debt Instruments and whose inclusion in this Base Prospectus or removal is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of MGL and the rights attaching to the PD Debt Instruments, MGL will prepare and make available a supplement to this Base Prospectus or a further prospectus for use in connection with any subsequent issue of PD Debt Instruments to be admitted to the Official List and to trading on the Market.

1. Risk Factors

This section describes the risks the Issuer believes may be material for the purpose of assessing the risks associated with PD Debt Instruments and the market for PD Debt Instruments generally. They are not an exhaustive description of all the risks associated with an investment in PD Debt Instruments and the Issuer may be unable to fulfil its payment or other obligations under or in connection with the PD Debt Instruments due to a factor which the Issuer did not consider to be a material risk based on information currently available to it or which it may not currently be able to anticipate.

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If any of the risks described below (or an unlisted risk) actually occur, the value, trading price and liquidity of the PD Debt Instruments could decline, and an investor could lose all or part of their investment. These factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

(a) Factors that may affect the Issuer's ability to fulfil its obligations under PD Debt Instruments issued under the Programme

The value, trading price and liquidity of the PD Debt Instruments depends upon, amongst other things, the ability of MGL to fulfil its obligations under the PD Debt Instruments which, in turn is primarily dependent on the financial condition and prospects of MGL and the Macquarie Group.

The financial prospects of any entity are sensitive to the underlying characteristics of its business and the nature and extent of the commercial and economic risks to which the entity is exposed, many of which are not within their control.

MGL's and the Macquarie Group's business and financial condition has been and may be negatively impacted by adverse global credit and other market conditions. Economic conditions, particularly in Australia, the United States, Europe and Asia, may have a negative impact on MGL's and the Macquarie Group's financial condition and liquidity.

The Macquarie Group's businesses operate in or depend on the operation of global markets, either directly or indirectly, including through exposures in securities, loans, derivatives and other activities. In particular, past uncertainty and volatility in global credit markets, liquidity constraints, increased funding costs, constrained access to funding and the decline in equity and capital market activity have impacted and may again impact transaction flow in a range of industry sectors. If repeated, such factors could adversely impact the Macquarie Group's financial performance.

MGL may face new costs and challenges as a result of general economic and geopolitical events and conditions. For instance, a European sovereign default, slowdown in the United States or Chinese economies, slowing growth in emerging economies, the departure of the United Kingdom or another member country from the Euro zone or the market perception of such events, could disrupt global funding markets and the global financial system more generally. MGL may also be impacted indirectly through its counterparties that may have direct exposure to European sovereigns and financial institutions.

Governments, regulators and central banks globally have taken numerous steps to increase liquidity and to restore investor and public confidence since the global financial crisis. While the global economic environment has since improved, there can be no assurance as to the impact that the withdrawal of relief measures such as "quantitative easing" programs (or the consequential impacts of substantial fiscal stimulus on the budgets of sovereigns) will have on global economic conditions or the MGL's businesses, prospects, results of operation or financial condition.

MGL's and the Macquarie Group's businesses, including their advisory, transaction execution, funds management and lending businesses, have been and may be adversely affected by market uncertainty, volatility or lack of confidence due to general declines in economic activity and other unfavourable economic, geopolitical or market conditions or by the impact of changes in foreign exchange rates.

Poor economic conditions and other adverse geopolitical conditions and developments, such as growing tensions between the United States and China relating to tariff levels and reciprocal trade between the two countries more generally, the ongoing negotiations between the United Kingdom and the European Union to determine the terms of the United Kingdom's departure from the European Union and the evolving situation in the Korean peninsula, can adversely affect and have adversely affected investor and client confidence, resulting in declines in the size and number of underwritings and financial advisory transactions and increased market risk as a result of increased volatility, which could have an adverse effect on the Macquarie Group's revenues and its profit margins. For example, the Macquarie Group's brokerage, commission and other fee income, mergers and acquisitions advisory and underwriting fee income and client facilitation fee income may be, and have been, impacted by transaction volumes.

The Macquarie Group's trading income may be adversely impacted during times of subdued market conditions and client activity and increased market risk can lead to trading losses or cause the Macquarie Group to reduce the size of its trading businesses in order to limit its risk exposure. Market conditions, as well as declines in asset values, may cause the Macquarie Group's clients to transfer their assets out of the Macquarie Group's funds or other products or their brokerage accounts and result in reduced net revenues, principally in the Macquarie Group's funds management business. The Macquarie Group's funds management fee income, including base and performance fees, may be impacted by volatility in equity values and returns from the Macquarie Group's managed funds. The Macquarie Group's loan portfolio may also be impacted by deteriorating economic conditions. The Macquarie Group assesses the credit quality of its loan portfolio and the value of its proprietary investments, including its investments in managed funds, for impairment at each reporting date. The Macquarie Group's returns from asset sales are also subject to the current economic climate. In addition, if financial markets decline, revenues from the Macquarie Group's variable annuity products are likely to decrease. In addition, increases in volatility increase the level of the Macquarie Group's risk weighted assets and increase the Macquarie Group's capital requirements. Increased capital requirements may require the Macquarie Group to raise additional capital at a time, and on terms, which may be less favourable than the Macquarie Group would otherwise achieve during stable market conditions. If this occurs, then this may have an impact on MGL's and the Macquarie Group's financial performance.

MGL's and the Macquarie Group's liquidity, profitability and businesses may be adversely affected by an inability to access international capital markets or by an increase in their cost of funding.

Liquidity is essential to MGL's and the Macquarie Group's businesses, and MGL and the Macquarie Group rely on credit and equity markets to fund their operations. The Macquarie Group's liquidity may be impaired by an inability to access secured or unsecured debt markets, an inability to sell assets or unforeseen outflows of cash or collateral. MGL's and the Macquarie Group's liquidity may also be impaired due to circumstances that MGL and entities in the Macquarie Group may be unable to control, such as general market disruptions, which may occur suddenly and dramatically, an operational problem that affects MGL and the Macquarie Group or MGL's and the Macquarie Group's trading clients, or changes in MGL's or the Macquarie Group's credit spreads, which are continuous, market-driven, and subject at times to unpredictable and highly volatile movements.

General business and economic conditions are key considerations in determining MGL's and the Macquarie Group's access to credit and equity capital markets, cost of funding and ability to meet their liquidity needs. The impact of these include, but are not limited to, changes in short-term and long-term interest rates, inflation, monetary supply, volatility in commodity prices, fluctuations in debt and equity capital markets, relative changes in foreign exchange rates, consumer confidence and changes in the strength of the economies in which MGL and the Macquarie Group operate. Renewed turbulence or a

worsening general economic climate could adversely impact any or all of these factors. Should conditions remain uncertain for a prolonged period, or deteriorate further, MGL's and the Macquarie Group's funding costs may increase and may limit MGL's and the Macquarie Group's ability to replace, in a timely manner, maturing liabilities, which could adversely affect MGL's and the Macquarie Group's ability to fund and grow their businesses or otherwise have a material impact on MGL and the Macquarie Group.

In the event that MGL's or any Macquarie Group entity's current sources of funding prove to be insufficient, they may be forced to seek alternative financing, which could include selling liquid securities or other assets. The availability of alternative financing will depend on a variety of factors, including prevailing market conditions, the availability of credit, the Macquarie Group's credit ratings and credit capacity. The cost of these alternatives may be more expensive than the Macquarie Group's current sources of funding or include other unfavourable terms, or MGL or the Macquarie Group may be unable to raise as much funding as they need to support their business activities. This could slow the growth rate of the Macquarie Group's businesses, cause MGL and the Macquarie Group to reduce their term assets and increase MGL's cost of funding, all of which could affect the Macquarie Group's businesses, prospects, results of operation or financial condition.

Many of MGL's and the Macquarie Group's businesses are highly regulated and they could be adversely affected by temporary and permanent changes in regulations and regulatory policy or unintended consequences from such changes and increased compliance requirements, particularly for financial institutions, in the markets in which MGL and the Macquarie Group operate.

The Macquarie Group operates various kinds of businesses across multiple jurisdictions, and some of its businesses operate across more than one jurisdiction or sector and are regulated by more than one regulator. Additionally, some members of the Macquarie Group own or manage assets and businesses that are regulated. The Macquarie Group's businesses include an "authorised deposit-taking institution" ("ADI") in Australia (regulated by the Australian Prudential Regulation Authority ("APRA")) and branches in the United Kingdom, the Dubai International Finance Centre, Singapore, Hong Kong and South Korea and representative offices in the United States, New Zealand and Switzerland. The regulations vary from country to country but generally are designed to protect depositors and the banking system as a whole, not holders of MGL's securities or creditors. In addition, as a diversified financial institution, many of the Macquarie Group's businesses are subject to financial services regulation other than prudential banking regulation in most jurisdictions in which MGL and the Macquarie Group operate. Certain regulatory developments will significantly alter the regulatory framework and may adversely affect MGL's and the Macquarie Group's competitive position and profitability.

Regulatory agencies and governments frequently review banking and financial services laws, security and competition laws, fiscal laws and other laws, regulations and policies, including fiscal policies, for possible changes. Changes to laws, regulations or policies, including changes in interpretation or implementation of laws, regulations or policies, could substantially affect MGL and the Macquarie Group or their businesses, the products and services MGL and the Macquarie Group offer or the value of their assets, or have unintended consequences or impacts across MGL's and the Macquarie Group's businesses. These may include changing required levels of liquidity and capital adequacy, increasing tax burdens generally and on financial transactions, limiting the types of financial services and products that can be offered and/or increasing the ability of other providers to offer competing financial services and products, as well as changes to prudential regulatory requirements. Global economic conditions and increased scrutiny of the culture in the banking sector have led to increased supervision and regulation, as well as changes in regulation in the markets in which MGL and the Macquarie Bank Group operate, and may lead to further significant changes of this kind. In Australia, the Royal Commission into Misconduct in the Banking, Superannuation and Financial Services Industry ("Royal Commission") was established in December 2017 with the final report expected to be released in February 2019. The Royal Commission may result in adverse findings against or relevant to the Macquarie Group and may impose

further regulatory measures on the banking industry. These findings could adversely affect the Macquarie Group's reputation and the profitability of the Macquarie Group.

In some countries in which the Macquarie Group does business or may in the future do business, in particular in emerging markets, the laws and regulations applicable to the financial services industry are uncertain and evolving, and it may be difficult for the Macquarie Group to determine the exact requirements of local laws in every market. The Macquarie Group's inability to remain in compliance with local laws in a particular market could have a significant and negative effect not only on its businesses in that market but also on its reputation generally. The Macquarie Group is also subject to the enhanced risk that transactions it structures might not be legally enforceable in all cases.

In addition, regulation is becoming increasingly extensive and complex and some areas of regulatory change involve multiple jurisdictions seeking to adopt a coordinated approach or certain jurisdictions seeking to expand the territorial reach of their regulation. The nature and impact of future changes are unpredictable, beyond MGL's and the Macquarie Group's control and may result in potentially conflicting requirements and such changes could adversely affect the Macquarie Group's businesses, prospects, results of operation or financial condition.

MGL is regulated by APRA as a non-operating holding company ("NOHC"). APRA may introduce new prudential regulations or modify existing regulations, including those that apply to MGL as a NOHC. Any such event could result in changes to the organisational structure of the Macquarie Bank Group and/or the Macquarie Group and adversely affect the Macquarie Group.

The Macquarie Group is also subject in its operations worldwide to rules and regulations relating to corrupt and illegal payments and money laundering ("AML"), as well as laws, sanctions and economic trade restrictions relating to doing business with certain individuals, groups and countries. The geographical diversity of its operations, employees, clients and customers, as well as the vendors and other third parties that it deals with, increases the risk that it may be found in violation of such rules or regulations and any such violation could subject the Macquarie Group to significant penalties, revocation, suspension, restriction or variation of conditions of operating licences, adverse reputational consequences, litigation by third parties (including potentially class actions) or limitations on its ability to do business. Emerging technologies, such as cryptocurrencies, could limit its ability to track the movement of funds. The Macquarie Group's ability to comply with these laws is dependent on its ability to improve detection and reporting capabilities and reduce variation in control processes and oversight accountability.

MGL and the Macquarie Group may be adversely affected by increased governmental and regulatory scrutiny or negative publicity.

Governmental scrutiny from regulators, legislative bodies and law enforcement agencies with respect to matters relating to the financial services sector generally, and MGL and the Macquarie Group's business operations, capital, liquidity and risk management, compensation and other matters, has increased dramatically over the past several years. The financial crisis and the subsequent political and public sentiment regarding financial institutions has resulted in a significant amount of adverse press coverage, as well as adverse statements or charges by regulators or other government officials, and in some cases, to increased regulatory scrutiny, investigations and litigation. Responding to and addressing such matters, regardless of the ultimate outcome, is time-consuming, expensive, can adversely affect investor confidence and can divert the time and effort of the Macquarie Group's staff (including senior management) from its business. Investigations, inquiries, penalties and fines sought by regulatory authorities have increased substantially over the last several years, and regulators have become aggressive in commencing enforcement actions or with advancing or supporting legislation targeted at the financial services industry. Adverse publicity, governmental scrutiny and legal and enforcement proceedings can also have a negative impact on the Macquarie Group's reputation with clients and on the morale and performance of its employees, which could adversely affect the Macquarie Group's businesses, prospects, results of operations or financial condition.

Changes and increased volatility in currency exchange rates may adversely impact the Macquarie Group's financial results and its financial and regulatory capital positions.

While the Macquarie Group's consolidated financial statements are presented in Australian dollars, a significant portion of the Macquarie Group's operating income is derived, and operating expenses are incurred, from its offshore business activities, which are conducted in a broad range of currencies and with counterparties around the world. Changes in the rate at which the Australian dollar is translated from other currencies can impact the Macquarie Group's financial statements and the economics of its business.

Although the Macquarie Group seeks to carefully manage its exposure to foreign currencies, in part, through matching of assets and liabilities in local currencies and through the use of foreign exchange forward contracts to hedge its exposure, the Macquarie Group is still exposed to exchange risk. Insofar as the Macquarie Group is unable to hedge or has not completely hedged its exposure to non-Australian currencies, the Macquarie Group's reported profit or foreign currency translation reserve would be affected.

Investors should be aware that exchange rate movements may adversely impact the Macquarie Group's future financial results. The Macquarie Group's regulatory capital position may be adversely impacted by a depreciating Australian dollar, which increases the capital requirement for assets denominated in currencies other than Australian dollars.

MGL's and the Macquarie Group's business may be adversely affected by their failure to adequately manage the risks associated with certain strategic opportunities and new businesses, including acquisitions, and the exiting or restructuring of existing businesses.

MGL and/or other entities in the Macquarie Group are continually evaluating strategic opportunities and undertaking acquisitions of businesses, some of which may be material to their operations. MGL's and/or the Macquarie Group's completed and prospective acquisitions and growth initiatives may cause them to become subject to unknown liabilities of the acquired or new business and additional or different regulations.

MGL and such other Macquarie Group entities may over value the acquisition, may not achieve expected synergies from the acquisition, may achieve lower than expected cost savings or otherwise incur losses, may lose customers and market share, may face disruptions to their operations resulting from integrating the systems, processes and personnel (including in respect of risk management) of the acquired business into their own or management's time may be diverted to facilitate the integration of the acquired business into the Macquarie Group. MGL and other entities in the Macquarie Group are continually evaluating strategic opportunities associated with outsourcing, exiting or restructuring existing businesses. This may impact on MGL and Macquarie Group's assets, liabilities or profits and may have a negative impact on MGL's and the Macquarie Group's businesses, prospects, results of operation or financial condition. Where MGL's and/or the Macquarie Group's acquisitions are in foreign jurisdictions, or are in emerging or growth economies in particular, they may be exposed to heightened levels of regulatory scrutiny and political, social or economic disruption and sovereign risk in emerging and growth markets.

In addition, there are current and prospective strategic risks associated with timely business decisions, proper implementation of decisions or responsiveness to changes in MGL's and/or the Macquarie Group's current operating environment.

MGL's and the Macquarie Group's businesses are substantially dependent on the Macquarie Group's brand and reputation.

The Macquarie Group believes its reputation in the financial services markets and the recognition of the Macquarie brand by its customers are important contributors to its business. Many companies in the

Macquarie Group and many of the funds managed by entities owned, in whole or in part, by the Macquarie Bank Group and the Macquarie Group use the Macquarie name.

The financial condition and results of operation of the Macquarie Group may be indirectly adversely affected by the negative performance, or negative publicity in relation to any of the entities using the Macquarie name, including any Macquarie-managed fund or funds that Macquarie has promoted or is associated with, as investors and lenders may associate such entities and funds with the name, brand and reputation of the Macquarie Group and other Macquarie-managed funds. If funds that use the Macquarie name or are otherwise associated with Macquarie-managed infrastructure assets, such as roads, airports, utilities and water distribution facilities that people view as community assets, are perceived to be managed inappropriately, those managing entities could be subject to criticism and negative publicity, harming MGL's and the Macquarie Group's reputation and the reputation of other entities that use the Macquarie name.

Competitive pressure, both in the financial services industry as well as in the other industries in which MGL and the Macquarie Group operates, could adversely impact its business and results of operation.

MGL and the Macquarie Group face significant competition from local and international competitors, which compete vigorously for participation in the various markets and sectors across which the Macquarie Group operates. MGL and the Macquarie Group compete, both in Australia and internationally, with asset managers, retail and commercial banks, private banking firms, investment banking firms, brokerage firms, internet based firms, commodity trading firms and other investment and service firms as well as businesses in adjacent industries in connection with the various funds and assets they manage and services they provide. This includes specialist competitors that may not be subject to the same capital and regulatory requirements and therefore may be able to operate more efficiently. Furthermore, digital technologies and business models are changing consumer behaviour and the competitive environment. The use of digital channels by customers to conduct their banking continues to rise and emerging competitors are increasingly utilising new technologies and seeking to disrupt existing business models, including in relation to digital payment services and open data banking, that challenge, and could potentially disrupt, traditional financial services. MGL and the Macquarie Group face competition from established providers of financial services as well as from businesses developed by non-financial services companies. MGL and the Macquarie Group believe that they will continue to experience pricing pressures in the future as some of their competitors seek to obtain or increase market share.

Any trend toward consolidation in the global financial services industry may create stronger competitors with broader ranges of product and service offerings, increased access to capital, and greater efficiency and pricing power. In recent years, competition in the financial services industry has also increased as large insurance and banking industry participants have sought to establish themselves in markets that are perceived to offer higher growth potential and as local institutions have become more sophisticated and competitive and have sought alliances, mergers or strategic relationships. Many of MGL's and the Macquarie Group's competitors are larger than they are and may have significantly greater financial resources than the Macquarie Group and/or may be able to offer a wider range of products which may enhance their competitive position.

MGL and the Macquarie Group are also dependent on their ability to offer products and services that match evolving customer preferences. If MGL and the Macquarie Group are not successful in developing or introducing new products and services or responding or adapting to changes in customer preferences and habits, they may lose customers to their competitors. This could adversely affect the Macquarie Group's businesses, prospects, results of operation or financial condition.

The effect of competitive market conditions, especially in MGL's and the Macquarie Group's main markets, products and services, may lead to an erosion in MGL's and the Macquarie Group's market

share or margins and could adversely impact the Macquarie Group's businesses, prospects, results of operation or financial condition.

MGL's and the Macquarie Group's ability to retain and attract qualified employees is critical to the success of their business and the failure to do so may materially adversely affect their performance.

MGL's and the Macquarie Group's employees are their most important resource, and their performance is largely dependent on the talents and efforts of highly skilled individuals. As such, MGL's and the Macquarie Group's continued ability to compete effectively in their businesses and to expand into new business areas and geographic regions depends on their ability to retain and motivate their existing employees and attract new employees. Competition from within the financial services industry and from businesses outside the financial services industry, such as professional service firms, hedge funds, private equity funds and venture capital funds, for qualified employees has historically been intense and is expected to increase during periods of economic growth.

In order to attract and retain qualified employees, MGL and the Macquarie Group must compensate such employees at or above market levels. Typically, those levels have caused employee remuneration to be the Macquarie Group's greatest expense as its performance-based remuneration has historically been cash and equity based and highly variable. Recent market events have resulted in increased regulatory and public scrutiny of corporate remuneration policies and the establishment of criteria against which industry remuneration policies may be assessed. As a regulated entity, MGL and the Macquarie Group may be subject to limitations on remuneration practices (which may or may not affect their competitors). These limitations may require MGL and the Macquarie Group to further alter their remuneration practices in ways that could adversely affect their ability to attract and retain qualified and talented employees.

In addition, current and future laws (including laws relating to immigration and outsourcing) may restrict MGL's and the Macquarie Group's ability to move responsibilities or personnel from one jurisdiction to another. This may impact MGL's and the Macquarie Group's ability to take advantage of business and growth opportunities or potential efficiencies, which could adversely affect their profitability.

MGL's and the Macquarie Group's businesses are subject to the risk of loss associated with falling prices in the equity and other markets in which they operate.

MGL and the Macquarie Group are exposed to changes in the value of financial instruments and other financial assets that are carried at fair market value, as well as changes to the level of their advisory and other fees, due to changes in interest rates (including the potential for negative interest rates), exchange rates, equity and commodity prices, credit spreads and other market risks. These changes may result from changes in economic conditions, monetary and fiscal policies, market liquidity, availability and cost of capital, international and regional political events, acts of war or terrorism, corporate, political or other scandals that reduce investor confidence in capital markets, natural disasters or pandemics or a combination of these or other factors. MGL and the Macquarie Group trade in foreign exchange, interest rate, commodity, bullion, energy, securities and other markets and are an active price maker in the derivatives market. Certain financial instruments that MGL and/or the Macquarie Group hold and contracts to which they are a party are increasingly complex, as the Macquarie Group entities employ structured products to benefit their clients and themselves, and these complex structured products often do not have readily available markets to access in times of liquidity stress. The Macquarie Group may incur losses as a result of decreased market prices for products they trade, which decreases the valuation of its trading and investment positions, including its interest rate and credit products, currency, commodity and equity positions. In addition, reductions in the level of prices in the equity markets or increases in interest rates may reduce the value of its clients' portfolios, which in turn may reduce the fees MGL and the Macquarie Group earn for managing assets in certain parts of their business. Increases in interest rates or attractive conditions in other investments could cause MGL's and the Macquarie Group's clients to transfer their assets out of their funds or other products.

Defaults by one or more other large financial institutions or counterparties could adversely affect financial markets generally.

The commercial soundness of many financial institutions may be closely interrelated as a result of credit, trading, clearing or other relationships among financial institutions. Concerns about, or a default by, one or more institutions or by a sovereign could lead to market-wide liquidity problems, losses or defaults by other institutions globally that may further affect MGL and the Macquarie Group. This is sometimes referred to as “systemic risk” and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms, hedge funds and exchanges that MGL and the Macquarie Group interacts with on a daily basis. These risks may impact the value of financial instruments and other financial assets that are carried at fair market value by the Macquarie Group and the Macquarie Group’s ability to deal in those assets. If these risks eventuate, they may have an impact on the Macquarie Group.

An increase in the failure of third parties to honour their commitments in connection with MGL’s and the Macquarie Group’s trading, lending and other activities, including funds that they manage, may adversely impact their business.

MGL and the Macquarie Group are exposed to the potential for credit-related losses that can occur as a result of an individual, counterparty or issuer being unable or unwilling to honour its contractual obligations. MGL and the Macquarie Group are also exposed to potential concentration risk arising from large individual exposures or groups of exposures. Like any financial services organisation, MGL and the Macquarie Group assume counterparty risk in connection with their lending, trading, derivatives and other businesses where they rely on the ability of a third party to satisfy its financial obligations to them on a timely basis. The resulting credit exposure will depend on a number of factors, including declines in the financial condition of the counterparty, the value of property MGL and the Macquarie Group hold as collateral and the market value of the counterparty instruments and obligations MGL and the Macquarie Group holds. See Note 37 to the 2018 audited consolidated annual financial statements of MGL and its controlled entities for a description of the most significant regional, business segment and individual credit exposures where they believe there is a significant risk of loss.

Credit losses can and have resulted in financial services organisations realising significant losses and in some cases failing altogether. To the extent MGL’s and the Macquarie Group’s credit exposure increases, it could have an adverse effect on their business and profitability if material unexpected credit losses occur. MGL and the Macquarie Group are also subject to the risk that their rights against third parties may not be enforceable in all circumstances, which may also adversely impact the Macquarie Group’s businesses, prospects, results of operation or financial condition.

Credit constraints of purchasers of MGL and the Macquarie Group’s investment assets or on their clients may impact their income.

Historically, a portion of MGL and the Macquarie Group’s income has been generated from the sale of assets to third parties, including their funds. If buyers are unable to obtain financing to purchase assets that MGL and the Macquarie Group currently hold or purchase with the intention to sell in the future, they may be required to hold investment assets for a longer period of time than they historically have or may sell these assets at lower prices than they historically would have expected to achieve, which may lower their rate of return on these investments and require funding for periods longer than they have anticipated.

In addition, MGL and the Macquarie Group have historically derived a portion of their income from mergers and acquisitions advisory fees which are typically paid upon completion of a transaction. Clients that engage in mergers and acquisitions often rely on access to the secured and unsecured credit markets to finance their transactions. The lack of available credit and the increased cost of credit may adversely affect the size, volume and timing of MGL’s and the Macquarie Group’s clients’ merger and

acquisition transactions – particularly large transactions – and may also adversely affect their financial advisory and underwriting businesses.

Failure of MGL or the Macquarie Group to maintain their credit ratings and those of their subsidiaries could adversely affect their cost of funds, liquidity, competitive position and access to capital markets.

The credit ratings assigned to MGL or the Macquarie Group and certain of their subsidiaries by rating agencies are based on an evaluation of a number of factors, including the Macquarie Group's ability to maintain a stable and diverse earnings stream, strong capital ratios, strong credit quality and risk management controls, funding stability and security, disciplined liquidity management and its key operating environments, including the availability of systemic support in Australia. In addition, a credit rating downgrade could be driven by the occurrence of one or more of the other risks identified in this section or by other events that are not related to the Macquarie Group.

If these Macquarie Group entities fail to maintain their current credit ratings, this could (i) adversely affect MGL's or the Macquarie Group's cost of funds and related margins, liquidity, competitive position, the willingness of counterparties to transact with the Macquarie Group and its ability to access capital markets or (ii) trigger MGL's or a Macquarie Group entity's obligations under certain bilateral provisions in some of their trading and collateralised financing contracts. Under these provisions, counterparties could be permitted to terminate contracts with the Macquarie Group or require it to post additional collateral. Termination of MGL's or a Macquarie Group entity's trading and collateralised financing contracts could cause it to sustain losses and impair its liquidity by requiring it to find other sources of financing or to make significant cash payments or securities movements.

MGL and the Macquarie Group may incur losses as a result of ineffective risk management processes and strategies.

While MGL and the Macquarie Group employ a broad and diversified set of risk monitoring and risk mitigation techniques, those techniques and the judgments that accompany their application cannot anticipate every economic and financial outcome or the specifics and timing of such outcomes. As such, MGL and the Macquarie Group may, in the course of their activities, incur losses. There can be no assurance that the risk management processes and strategies that MGL and the Macquarie Group have developed will adequately anticipate or be effective in addressing market stress or unforeseen circumstances.

For a further discussion of MGL and Macquarie Group's risk management policies and procedures, see the section entitled "Risk Management Report" in the 2018 Annual Report and Note 37 to the 2018 audited consolidated annual financial statements of MGL and its controlled entities.

Future growth, including through acquisitions, mergers and other corporate transactions, may place significant demands on MGL's and the Macquarie Group's managerial, legal, accounting, IT, risk management, operational and financial resources and may expose them to additional risks.

Future growth, including through acquisitions, mergers and other corporate transactions, may place significant demands on the Macquarie Group's legal, accounting, IT, risk management and operational infrastructure and result in increased expenses. The Macquarie Group's future growth will depend, among other things, on its ability to integrate new businesses, maintain an operating platform and management system sufficient to address its growth, attract employees and other factors described herein. If the Macquarie Group does not manage its expanding operations effectively, its ability to generate revenue and control its expenses could be adversely affected.

A number of the Macquarie Group's recent and planned business initiatives and further expansions of existing businesses are likely to bring it into contact, directly or indirectly, with individuals and entities that are new clients, with new asset classes and other new products or new markets. These business activities expose the Macquarie Group to new and enhanced risks, including reputational concerns

arising from dealing with a range of new counterparties and investors, actual or perceived conflicts of interest, regulatory scrutiny of these activities, potential political pressure, increased credit-related and operational risks, including risks arising from IT systems and reputational concerns with the manner in which these businesses are being operated or conducted. If these risks eventuate, they may have a negative impact on the Macquarie Group's businesses, prospects, financial condition or results of operations.

Poor performance of its funds would cause a decline in the Macquarie Group's revenue and results of operations and may adversely affect the Macquarie Group's ability to raise capital for future funds.

The Macquarie Group's financial condition and results of operation are directly and indirectly affected by the results of the funds and the assets it and other members of the Macquarie Group manage, particularly the Macquarie-managed funds. The Macquarie Group's revenue from assets under management is derived principally from three sources: (i) management fees, based on the size of the funds; (ii) incentive income, based on the performance of the funds; and (iii) investment income based on investments in the funds, which they refer to as their "principal investments". If the value of the funds the Macquarie Group manages declines, its assets under management would also decline, which would result in a decrease in the Macquarie Group's management fees from these funds. In the event that any of these funds perform poorly due to market conditions or the Macquarie Group's underperformance, the Macquarie Group's revenue and results of operations may decline. In addition, investors may withdraw their investments in these funds or may decline to invest in future funds the Macquarie Group establishes.

Long-term underperformance can have negative implications for incentive income. If the return of a fund is negative in any period (quarterly, semi-annually or annually, depending on the fund), then the amount of the performance deficit must be carried forward until eliminated.

The business model of the Macquarie Group includes revenue it generates from management of funds and transactions with the assets it manages.

As at 31 March 2018, MGL Group had A\$496.7 billion in assets under management, and for the year ended 31 March 2018 derived A\$1,632 million of base fee income from the funds that it managed. The Macquarie Group's financial condition and results of operation are directly and indirectly affected by the results of the funds or the assets it manages. In addition to risks relating to fee income (as described above) and any credit exposure it may have to funds or assets owned by funds, the Macquarie Group's funds model exposes it to such risks as:

- ***Equity at risk:*** the Macquarie Group maintains an equity interest in a number of the funds that it manages. The market value of the Macquarie Group's assets is directly affected by the value of the funds managed by the Macquarie Group to the extent of its equity interest in those funds.
- ***Reputation risk:*** The Macquarie name is attached to many of the funds managed by the Macquarie Group. Any adverse developments at any of the funds the Macquarie Group manages or the assets managed by those funds could have an adverse impact on the Macquarie Group's reputation and public image which could adversely affect its business and financial condition.
- ***Contingent liabilities:*** In some instances entities in the Macquarie Group have sold assets to funds managed by the Macquarie Group mostly in circumstances when the Macquarie Group is seeding a newly-formed fund with assets, or the Macquarie Group has sold its interest in such assets to third parties. Under the terms of some of the agreements pursuant to which those assets have been sold the Macquarie Group may have contingent liabilities as a result of the representations and warranties, covenants, indemnities or other provisions of those agreements.
- ***Conflicts of interest:*** the Macquarie Group manages and advises a large number of funds, many of which compete for assets and investors. The Macquarie Group has policies in place designed

to manage conflicts of interest within the Macquarie Group, but no assurance can be given that those policies will be adequate to prevent actual or perceived conflicts of interest.

If the Macquarie Group is unable to effectively manage these risks, its funds management business and reputation could be materially harmed or it could be exposed to claims or other liabilities to investors in the funds.

MGL and the Macquarie Group may experience write-downs of their fund management assets, investments, loans and other assets related to volatile market conditions.

The Macquarie Group recorded A\$366 million of impairment and provision charges for the year ended 31 March 2018, including A\$303 million of impairment charges on investment securities available-for-sale, intangible assets and other non-financial assets and interests in associates and joint ventures, and A\$63 million of provisions and recoveries on loans and other receivables. Further impairments and provisions may be required in future periods if the market value of assets similar to those held were to decline.

Sudden declines and significant volatility in the prices of assets may substantially curtail or eliminate the trading markets for certain assets, which may make it very difficult to sell, hedge or value such assets. The inability to sell or effectively hedge assets reduces MGL's and the Macquarie Group's ability to limit losses in such positions and the difficulty in valuing assets may negatively affect their capital, liquidity or leverage ratios, increase their funding costs and generally require them to maintain additional capital.

In addition, market volatility has in recent years impacted the value of the Macquarie Group's funds. Future valuations, in light of factors then prevailing, may result in further impairments to the Macquarie Group's investments in its funds. In addition, at the time of any sale of the Macquarie Group's investments in its funds, the price it ultimately realises will depend on the demand in the market at the time and may be materially lower than their current market value. Any of these factors could require MGL and the Macquarie Group to make further write-downs on their investments in their funds management assets and other investments and assets, which may be significant and may have an adverse effect on their businesses, prospects, results of operations and financial condition in future periods.

MGL's and the Macquarie Group's business operations expose them to potential tax liabilities that could have an adverse impact on their results of operation and reputation.

MGL and the Macquarie Group are exposed to risks arising from the manner in which the Australian and international tax regimes may be applied and enforced, both in terms of their own tax compliance and the tax aspects of transactions on which they work with clients and other third parties. MGL's and the Macquarie Group's international, multi-jurisdictional platform increases their tax risks. In addition, as a result of increased funding needs by governments employing fiscal stimulus measures, revenue authorities in many of the jurisdictions in which MGL and the Macquarie Group operate have become more active in their tax collection activities. While the Macquarie Group believes that it has in place controls and procedures that are designed to ensure that transactions involving third parties comply with applicable tax laws and regulations, any actual or alleged failure to comply with or any change in the interpretation, application or enforcement of applicable tax laws and regulations could adversely affect its reputation and affected business areas, significantly increase its own tax liability and expose it to legal, regulatory and other actions.

MGL and the Macquarie Group may incur financial loss, adverse regulatory consequences or reputational damage due to inadequate or failed internal or external operational systems, processes, people including conduct by their employees, contractors and external service providers, or systems or external events.

MGL and the Macquarie Group's businesses are highly dependent on their ability to process and monitor, on a daily basis, a very large number of transactions, many of which are highly complex, across numerous and diverse markets in many currencies. As MGL's and the Macquarie Group's client base, business activities and geographical reach expands, developing and maintaining their operational systems and infrastructure becomes increasingly challenging. MGL and the Macquarie Group must continuously update these systems to support their operations and growth, which may entail significant costs and risks of successful integration. MGL's and the Macquarie Group's financial, accounting, data processing or other operating systems and facilities may fail to operate properly or become disabled as a result of events that are wholly or partially beyond their control, such as a spike in transaction volume or disruption in internet services provided by third parties, adversely affecting their ability to process these transactions or provide these services.

MGL and the Macquarie Group are exposed to the risk of loss resulting from human error, the failure of internal or external processes and systems, such as from the disruption or failure of our IT systems, or from external suppliers and service providers, including cloud-based outsourced technology platforms, or external events. Such operational risks may include theft and fraud, employment practices and workplace safety, improper business practices, mishandling of client monies or assets, client suitability and servicing risks, product complexity and pricing, and valuation risk or improper recording, evaluating or accounting for transactions or breaches of their internal policies and regulations. There is increasing regulatory and public scrutiny concerning outsourced and off-shore activities and their associated risks, including, for example, the appropriate management and control of confidential data. The failure to appropriately manage this risk, including where external service providers are used, may adversely impact the Macquarie Group's businesses, prospects, reputation, results of operation, financial performance and position.

In addition, there have been a number of highly publicised cases around the world involving actual or alleged fraud or other misconduct by employees in the financial services industry in recent years, and MGL and the Macquarie Group run the risk that employee, contractor and external service provider misconduct could occur. In addition, risk could occur through the provision of products and services to MGL's and the Macquarie Group's customers that do not meet their needs, such as through a failure to meet professional obligations to specific clients (including fiduciary and suitability requirements), poor product design and implementation, selling products and services outside of customer target markets or a failure to adequately provide the products or services MGL and the Macquarie Group agreed to provide a customer. It is not always possible to deter or prevent employee misconduct and the precautions MGL and the Macquarie Group take to prevent and detect this activity may not be effective in all cases, which could result in financial losses and reputational damage that could adversely affect the Macquarie Group.

In addition, MGL and the Macquarie Group also face the risk of operational failure, termination or capacity constraints of any of the counterparties, clearing agents, exchanges, clearing houses or other financial intermediaries MGL and the Macquarie Group use to facilitate their securities or derivatives transactions, and as MGL and the Macquarie Group's interconnectivity with their clients and counterparties grows, MGL and the Macquarie Group increasingly face the risk of operational failure with respect to their clients' and counterparties' systems. Any such failure, termination or constraint could adversely affect MGL's and the Macquarie Group's ability to effect or settle transactions, service their clients, manage their exposure to risk, meet their obligations to counterparties or expand their businesses or result in financial loss or liability to their clients and counterparties, impairment of their liquidity, disruption of their businesses, regulatory intervention or reputational damage.

A cyber attack, information or security breach, or a technology failure of MGL or the Macquarie Group or of a third party could adversely affect their ability to conduct their business, manage their exposure to risk or expand their businesses, result in the disclosure or misuse of confidential or proprietary information, and increase their costs to maintain and update their operational and security systems and infrastructure.

The Macquarie Group's businesses are highly dependent on the security and efficacy of its information technology systems, as well as those of third parties with whom they interact or on whom they rely. The Macquarie Group's businesses rely on the secure processing, transmission, storage and retrieval of confidential, proprietary and other information in their computer and data management systems and networks, and in the computer and data management systems and networks of third parties. In addition, to access its network, products and services, its customers and other third parties may use personal mobile devices or computing devices that are outside of its network environment and are subject to their own cybersecurity risks. The Macquarie Group implements measures designed to protect the security, confidentiality, integrity and availability of its computer systems, software and networks, including maintaining the confidentiality of information that may reside on those systems. However, there can be no assurances that the Macquarie Group's security measures will provide absolute security.

Information security risks for financial institutions have increased in recent years, in part because of the proliferation of new technologies, the use of internet and telecommunications technology and the increased sophistication and activities of attackers (including hackers, organised criminals, terrorist organisations, hostile foreign governments, disgruntled employees or vendors, activists and other external parties, including those involved in corporate espionage). Targeted social engineering attacks are becoming more sophisticated and are extremely difficult to prevent. The techniques used by hackers change frequently, may not be recognised until launched and may not be recognised until well after a breach has occurred. Additionally, the existence of cyber attacks or security breaches at third parties with access to Macquarie Group's data, such as vendors, may not be disclosed to it in a timely manner. The Macquarie Group, its customers, regulators and other third parties have been subject to, and are likely to continue to be the target of, cyber attacks. The Macquarie Group's computer systems, software and networks may be vulnerable to unauthorised access, misuse, denial-of-service or information attacks, phishing attacks, computer viruses or other malicious code and other events that could result in the unauthorised release, gathering, monitoring, misuse, loss or destruction of confidential, proprietary and other information of the Macquarie Group, its employees, its customers or of third parties, damages to systems, or otherwise material disruption to it or its customers' or other third parties' network access or business operations. As cyber threats continue to evolve, the Macquarie Group may be required to expend significant additional resources to continue to modify or enhance its protective measures or to investigate and remediate any information security vulnerabilities or incidents. Despite efforts to protect the integrity of the Macquarie Group's systems and implement controls, processes, policies and other protective measures, it may not be able to anticipate all security breaches, nor may it be able to implement guaranteed preventive measures against such security breaches. Cyber threats are rapidly evolving and the Macquarie Group may not be able to anticipate or prevent all such attacks.

Information security threats may also occur as a result of the Macquarie Group's plans to continue to implement internet banking and mobile banking channel strategies, develop additional remote connectivity solutions and outsource some of the Macquarie Group's business operations. The Macquarie Group faces indirect technology, cybersecurity and operational risks relating to the customers, clients, external service providers and other third parties with whom it does business or upon whom it relies to facilitate or enable its business activities, including financial counterparties, financial intermediaries (such as clearing agents, exchanges and clearing houses), vendors, regulators, providers of critical infrastructure (such as internet access and electrical power), retailers for it they processes transactions, as well as other third parties with whom the Macquarie Group's clients do business, can also be sources of operational risk to it, including with respect to security breaches affecting such parties, breakdowns or failures of the systems or misconduct by the employees, contractors or external service providers of such parties and cyber attacks. Such incidents may require the Macquarie Group to take

steps to protect the integrity of its own operational systems or to safeguard its confidential information and that of its clients, thereby increasing its operational costs and potentially diminishing customer satisfaction.

As a result of increasing consolidation, interdependence and complexity of financial entities and technology systems, a technology failure, cyber attack or other information or security breach that significantly degrades, deletes or compromises the systems or data of one or more financial entities could have a material impact on counterparties or other market participants, including the Macquarie Group. This consolidation interconnectivity and complexity increases the risk of operational failure, on both individual and industry-wide bases, as disparate systems need to be integrated, often on an accelerated basis. Any third-party technology failure, cyber attack or other information or security breach, termination or constraint could, among other things, adversely affect the Macquarie Group's ability to effect transactions, service its clients, manage its exposure to risk or expand its businesses.

Although to date the Macquarie Group has not experienced any material losses or suffered other material consequences relating to technology failure, cyber attacks or other information or security breaches, whether directed at it or at third parties, there can be no assurance that it will not suffer such losses or other consequences in the future. It is possible that the Macquarie Group may not be able to anticipate or to implement effective measures to prevent or minimise damage that may be caused by all information security threats, because the techniques used can be highly sophisticated and can evolve rapidly, and those that would perpetrate attacks can be well resourced. Cyber attacks or other information or security breaches, whether directed at the Macquarie Group or third parties, may result in a material loss or have adverse consequences for the Macquarie Group, including operational disruption, financial losses, reputational damage, theft of intellectual property and customer data, violations of applicable privacy laws and other laws, litigation exposure, regulatory fines, penalties or intervention, loss of confidence in its security measures and additional compliance costs, all of which could have a material adverse impact on the Macquarie Group. Furthermore, the public perception that a cyber attack on its systems has been successful, whether or not this perception is correct, may damage the Macquarie Group's reputation with customers and third parties with whom it does business.

The Macquarie Group's businesses, including its commodities activities and particularly its physical commodities trading businesses, are subject to the risk of unforeseen, hostile or potential catastrophic events, and environmental, reputational and other risks that may expose it to significant liabilities and costs.

The Macquarie Group's businesses are subject to the risk of unforeseen, hostile or catastrophic events, many of which are outside of its control, including natural disasters, extreme weather events (such as persistent winter storms or protracted droughts) leaks, spills, explosions, release of toxic substances, fires, accidents on land or at sea, terrorist attacks or other hostile or catastrophic events. Additionally, rising climate change concerns may lead to additional regulation that could increase the operating costs and/or reduce the profitability of the Macquarie Group's investments. In addition, the Macquarie Group relies on third party suppliers or service providers to perform their contractual obligations, and any failure on their part could adversely affect the Macquarie Group's business. The Macquarie Group may also not be able to obtain insurance to cover some of these risks and the insurance that it has may be inadequate to cover its losses.

The occurrence of any such events may prevent MGL and the Macquarie Group from performing under their agreements with clients, may impair their operations or financial results, and may result in litigation, regulatory action, negative publicity or other reputational harm.

Conflicts of interest could limit the Macquarie Group's current and future business opportunities.

As the Macquarie Group expands its businesses and its client base, it increasingly has to address potential or perceived conflicts of interest, including situations where its services to a particular client conflict with, or are perceived to conflict with, its own proprietary investments or other interests or with the interests of another client, as well as situations where one or more of its businesses have access to material non-public information that may not be shared with other businesses within the Macquarie Group. While MGL believes it has adequate procedures and controls in place to address conflicts of interest, including those designed to prevent the improper sharing of information among its businesses, appropriately dealing with conflicts of interest is complex and difficult, and its reputation could be damaged and the willingness of clients to enter into transactions may be adversely affected if the Macquarie Group fails, or appears to fail, to deal appropriately with conflicts of interest. In addition, potential or perceived conflicts could materially adversely affect MGL's and the Macquarie Group's reputation or business, including by giving rise to claims by and liabilities to clients, litigation or enforcement actions or discouraging clients or counterparties to do business with them.

Litigation, regulatory actions and contingent liabilities may adversely impact MGL's and the Macquarie Group's results of operations.

MGL and the Macquarie Group may, from time to time, be subject to material litigation, regulatory actions and contingent liabilities, for example, as a result of inappropriate documentation of contractual relationships, class actions or regulatory violations, which, if they crystallise, may adversely impact upon their results of operation and financial condition in future periods or their reputation. MGL and the Macquarie Group entities regularly obtain legal advice and make provisions, as deemed necessary. There is a risk that any losses may be larger than anticipated or provided for or that additional litigation, regulatory actions or other contingent liabilities may arise. Furthermore, even where monetary damages may be relatively small, an adverse finding in a regulatory or litigation matter could harm MGL's and the Macquarie Group's reputation or brand, thereby adversely affecting their business.

In conducting its businesses around the world, the Macquarie Group is subject to political, economic, market, reputational, legal, operational, regulatory and other risks.

In conducting its businesses and maintaining and supporting its global operations, the Macquarie Group is subject to risks of possible nationalisation and/or confiscation of assets, expropriation, price controls, capital controls, redenomination risk, exchange controls, protectionist trade policies, economic sanctions and other restrictive governmental actions, unfavourable political and diplomatic developments and changes in legislation. These risks are particularly elevated in emerging markets. The Macquarie Group could also be affected by the occurrence of diseases. A number of jurisdictions in which it does business have been negatively impacted by slow growth rates or recessionary conditions, market volatility and/or political unrest. The political and economic environment in Europe has improved but remains challenging and the current degree of political and economic uncertainty could increase. In the United Kingdom, the ongoing negotiation of the terms of the exit of the United Kingdom from the European Union continues to inject uncertainty.

Potential risks of default on sovereign debt in some jurisdictions could expose the Macquarie Group to substantial losses. Risks in one nation can limit the Macquarie Group's opportunities for portfolio growth and negatively affect its operations in other nations. Market and economic disruptions of all types may affect consumer confidence levels and spending, corporate investment and job creation, bankruptcy rates, levels of incurrence and default on consumer and corporate debt, economic growth rates and asset values, among other factors. Any such unfavourable conditions or developments could have an adverse impact on its business.

Geopolitical instability, such as threats of, potential for, or actual conflict, occurring around the world, may also adversely affect global financial markets, general economic and business conditions and MGL's

ability to continue operating or trading in a country, which in turn may adversely affect the Macquarie Group's businesses, prospects, results of operation and financial condition.

The Macquarie Group is also subject to the risk that its agreements do not reflect the commercial intent of the parties, especially for complex transactions including those which involve derivatives.

The Macquarie Group could suffer losses due to environmental and social factors

The Macquarie Group and its customers operate businesses and hold assets in a diverse range of geographic locations. Any significant environmental change, climate change related impact, or external event (including fire, storm, flood, earthquake, pandemic, civil unrest or terrorism events) in any of these locations has the potential to disrupt business activities, impact its operations, damage property and otherwise affect the value of assets held in the affected locations and its ability to recover amounts owing to it. In addition, such an event or environmental change (as the case may be) could have an adverse impact on economic activity, consumer and investor confidence, or the levels of volatility in financial markets, all of which could adversely affect the Macquarie Group's business, prospects, financial performance or financial condition.

There are restrictions on the ability of subsidiaries, such as MBL, to make payments to MGL.

MGL is a holding company and many of its subsidiaries, including its broker-dealer and bank subsidiaries, such as MBL, are subject to laws that authorise regulatory bodies to block or reduce the flow of funds from those subsidiaries to MGL. Restrictions or regulatory action of that kind could impede access to funds that MGL needs to make payments on its obligations, including debt obligations, or dividend payments. In particular, the availability of MBL's funding to meet the obligations of MGL or the Non-Banking Group is subject to regulatory restrictions.

Failure of the Macquarie Group's insurance carriers or its failure to maintain adequate insurance cover could adversely impact its results of operations.

The Macquarie Group maintains insurance that it considers to be prudent for the scope and scale of its activities. If the Macquarie Group's carriers fail to perform their obligations to the Macquarie Group and/or its third party cover is insufficient for a particular matter or group of related matters, its net loss exposure could adversely impact its results of operations.

The Macquarie Group is subject to risks in using custodians.

Certain funds the Macquarie Group manages depend on the services of custodians to carry out certain securities transactions. In the event of the insolvency of a custodian, the funds might not be able to recover equivalent assets in full (including any cash held on its behalf) as they will rank among the custodian's unsecured creditors in relation to assets which the custodian borrows, lends or otherwise uses. In addition, the funds' cash held with a custodian will not be segregated from the custodian's own cash, and the funds will therefore rank as unsecured creditors in relation to the cash they have deposited.

(b) Risks relating to PD Debt Instruments and the market generally

Australian insolvency laws

In the event that MGL is, is likely to become or becomes insolvent, insolvency proceedings are likely to be governed by Australian law or the law of another jurisdiction determined in accordance with Australian law. Australian insolvency laws are, and the laws of that other jurisdiction can be expected to be, different from the insolvency laws of other jurisdictions. In particular, the voluntary administration procedure under the Corporations Act, which provides for the potential re-organisation of an insolvent company, differs significantly from similar provisions under the insolvency laws of other jurisdictions. If

MGL becomes insolvent, the treatment and ranking of holders of PD Debt Instruments (“**PD Debt Instrument Holders**”) and MGL’s shareholders under Australian law, and the laws of any other jurisdiction determined in accordance with Australian law, may be different from the treatment and ranking of PD Debt Instrument Holders and MGL’s shareholders if MGL were subject to the bankruptcy laws or the insolvency laws of other jurisdictions.

In September 2017, reforms to Australian insolvency laws were passed. Among other things, the legislation provides for a stay on enforcement of certain rights arising under a contract (such as a right entitling a creditor to terminate the contract or to accelerate payments or providing for automatic acceleration) for a certain period of time (and potentially, indefinitely), if the reason for enforcement is the occurrence of certain events relating to specified insolvency proceedings (such as the appointment of an administrator, managing controller or an application for a scheme of arrangement) or the company’s financial position during those insolvency proceedings (known as “ipso facto rights”).

The stay will apply to ipso facto rights arising under contracts, agreements or arrangements entered into after 1 July 2018, subject to certain exclusions. Such exclusions include rights exercised under a kind of contract, agreement or arrangement prescribed by the regulations. The Australian federal government proposes to make regulations setting out the types of contracts and contractual rights which will be excluded from the stay and released an exposure draft of such regulations on 16 April 2018. While the exposure draft of the regulations proposes exempting contracts, agreements and arrangements under which bodies corporate incorporated in Australia, such as Macquarie Bank, issue securities, such as the PD Debt Instruments, from the stay, it remains uncertain whether any such exemption will be carried into law. If the Australian federal government does not enact regulations to exclude securities, such as the PD Debt Instruments, from the operation of the legislation, this may render unenforceable in Australia provisions of the PD Debt Instruments conditioned solely on the occurrence of the events giving rise to the “ipso facto” rights. This would include the events of default in Conditions 9(e), (g) and (h) of the PD Debt Instruments (to the extent such an event of default gives rise to an “ipso facto right”). Until the regulations have been finalised, the scope of the stay on the exercise of “ipso facto rights” and the exclusions and the effect on any PD Debt Instruments issued after 1 July 2018 is uncertain.

The PD Debt Instruments do not have the benefit of any third party guarantees or security

Investors should be aware that no guarantee is given in relation to the PD Debt Instruments by the shareholders of MGL or any other person. MGL is not an Australian ADI and the PD Debt Instruments are not guaranteed by the government of Australia. Accordingly, in the event that MGL is unable to fulfil its obligations under the PD Debt Instruments, such obligations would not necessarily be assumed by any other person.

Investors should also be aware that the PD Debt Instruments and related Coupons will be unsecured obligations of MGL. To the extent MGL incurs secured obligations, the PD Debt Instruments will rank behind those secured obligations to the extent of the value of the property granted to secure those obligations. Consequently, any such secured obligations will rank senior in the right of payment to an investor of PD Debt Instruments to the extent of the value of the assets granted to secure those obligations.

Issue price and optional redemption risks

An optional redemption feature is likely to limit the market value of PD Debt Instruments. During any period when MGL may elect to redeem the PD Debt Instruments, the market value of those PD Debt Instruments generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period. MGL may be expected to redeem PD Debt Instruments when its cost of borrowing is lower than the interest rate on the PD Debt Instruments. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the PD Debt Instruments being redeemed and may only be

able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Modifications and waivers

The Conditions contain provisions for calling meetings of PD Debt Instrument Holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all PD Debt Instrument Holders including PD Debt Instrument Holders who did not attend and vote at the relevant meeting and PD Debt Instrument Holders who voted in a manner contrary to the majority.

Change of Law

The Conditions are based on the relevant law in effect as at the date of the issue of the relevant PD Debt Instruments. No assurance can be given as to the impact of any possible judicial decision, change to law or administrative practice after the date of issue of the relevant PD Debt Instruments, including developments which may require withholding or deduction to be made by MGL from payments of amounts due in respect of PD Debt Instruments (see “Taxation – U.S. Foreign Account Tax Compliance Act” on pages 113 to 114).

(c) Risks related to the market for PD Debt Instruments generally

The secondary market generally

PD Debt Instruments may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their PD Debt Instruments easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for PD Debt Instruments that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of PD Debt Instruments generally would have a more limited secondary market and more price volatility than conventional debt securities. A decrease in liquidity may have a severely adverse effect on the market value of the PD Debt Instruments. No assurance of a secondary market or a market price for the PD Debt Instruments is provided by MGL.

In addition, PD Debt Instrument Holders should be aware of the risk that global credit market conditions may result in a general lack of liquidity in the secondary market for instruments similar to the PD Debt Instruments. Such lack of liquidity may result in investors suffering losses on the PD Debt Instruments in secondary resales even if there is no decline in the performance of the assets of MGL.

Listing

An application will be made for the PD Debt Instruments issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such PD Debt Instruments to be admitted to trading on the Market. No assurance can be given that if and once listed, the PD Debt Instruments will at all times remain listed on the Official List or remain admitted for trading on the Market and it may not be possible to list the PD Debt Instruments on any other stock or securities exchange.

Exchange rate risks and exchange controls

MGL will pay principal and interest on the PD Debt Instruments in the relevant specified currency (“**Specified Currency**”). This presents certain risks relating to currency conversions if an investor’s financial activities are denominated principally in a currency or currency unit (the “**Investor’s Currency**”) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor’s Currency) and the risk that authorities with jurisdiction over the Investor’s Currency may impose or modify

exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the PD Debt Instruments, (2) the Investor's Currency equivalent value of the principal payable on the PD Debt Instruments, and (3) the Investor's Currency equivalent market value of the PD Debt Instruments.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

In addition, events may occur that, from a legal or practical perspective, make it impossible or not reasonably practicable to convert one currency into another currency, as may be required in order to make a determination or payment in respect of the PD Debt Instruments. The occurrence of such an inconvertibility event may result in payment under the PD Debt Instruments being delayed and/or an investor receiving payment in a currency other than the Specified Currency.

Interest rate risks

Investment in fixed rate PD Debt Instruments involves the risk that subsequent changes in market interest rates may adversely affect the value of the fixed rate PD Debt Instruments.

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for interest-bearing securities issued at par value. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to interest-bearing securities issued at par value with comparable maturities.

PD Debt Instrument Holders may suffer unforeseen losses due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in bond prices.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to an issue of PD Debt Instruments. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the PD Debt Instruments. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, cancellation, reduction or withdrawal at any time by the assigning rating agency.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the European Union ("EU") and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the Issuer's ratings and the credit rating agencies which have assigned such ratings is set out under the heading "Important Notices" at the beginning of this Base Prospectus. Where an issue of PD Debt Instruments is rated, such rating will be specified in the relevant Final Terms and may not necessarily be the same as the rating assigned to MGL.

Regulation and reform of “benchmarks”, including LIBOR, EURIBOR and other interest rate, equity, commodity, foreign exchange rate and other types of benchmarks

The London Inter-Bank Offered Rate (“LIBOR”), the Euro Interbank Offered Rate (“EURIBOR”) and other interest rate indices which are deemed to be “benchmarks” are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are yet to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any PD Debt Instruments linked to such a benchmark.

On 17 May 2016, the Council of the European Union adopted the EU regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the “**Benchmark Regulation**”). The Benchmark Regulation entered into force on 30 June 2016 and, subject to certain transitional provisions, has applied across the EU since 1 January 2018.

The Benchmark Regulation could have a material impact on PD Debt Instruments linked to a benchmark rate, including in any of the following circumstances:

- a rate which is a benchmark could not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to applicable transitional provisions) does not satisfy the equivalence conditions, is not recognised pending such a decision and is not endorsed for such purpose. In such event, depending on the particular benchmark and the applicable terms of the PD Debt Instruments, the PD Debt Instruments could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted; and
- the methodology or other terms of the benchmark could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the PD Debt Instruments, and may in certain circumstances result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR or EURIBOR was available.

In addition to the international reform of benchmarks (both proposed and actual) described above, there are numerous other proposals, initiatives and investigations which may impact benchmarks. For example, in the United Kingdom, the national government has extended the legislation originally put in place to cover LIBOR to regulate a number of additional major UK-based financial benchmarks in the fixed income, commodity and currency markets, which could be further expanded in the future.

Any of the international, national or other proposals for reform or the general increased regulatory scrutiny of benchmarks could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain benchmarks, trigger changes in the rules or methodologies used in certain benchmarks or lead to the disappearance of certain benchmarks. The disappearance of a benchmark or changes in the manner of administration of a benchmark could result in an adjustment to the terms and conditions, early redemption, discretionary valuation by the Calculation Agent, delisting or other consequences in relation to the PD Debt Instruments linked to such benchmark. Any such consequence could have a material adverse effect on the value of and return on any such PD Debt Instruments.

(d) Risks related to PD Debt Instruments denominated in Renminbi

There is only limited availability of Renminbi outside of the PRC, which may affect the liquidity of the PD Debt Instruments denominated in Renminbi and the Macquarie Group's ability to source Renminbi outside of the PRC to service such PD Debt Instruments.

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited. Since February 2004, in accordance with arrangements between the PRC central government and the Hong Kong government, licensed banks in Hong Kong may offer limited Renminbi-denominated banking services to Hong Kong residents and specified business customers.

While the People's Bank of China ("PBOC") has entered into agreements on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (the "**Renminbi Clearing Banks**"), including but not limited to Hong Kong and are in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the "**Settlement Agreements**"), the current size of Renminbi-denominated financial assets outside the PRC is limited.

There are restrictions imposed by PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Renminbi business participating banks do not have direct Renminbi liquidity support from PBOC. The RMB Clearing Banks only have access to onshore liquidity support from PBOC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services and the participating banks will need to source Renminbi from the market outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There can be no assurance that new PRC regulations will not be promulgated or the Settlement Agreements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of the PD Debt Instruments denominated in Renminbi. To the extent Macquarie Bank is required to source Renminbi outside the PRC to service the PD Debt Instruments, there is no assurance that the Macquarie Bank will be able to source such Renminbi on satisfactory terms, if at all.

There are significant restrictions on remittance of Renminbi into and outside the PRC which may adversely affect the liquidity of the PD Debt Instruments denominated in Renminbi.

Despite the significant reduction in control by the PRC government in recent years over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions (known as current account items), remittance of Renminbi by foreign investors into the PRC for purposes such as capital contributions, known as capital account items, is generally only permitted upon obtaining specific approvals from the relevant authorities on a case-by-case basis and subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

Even though, starting from 1 October 2016, the Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund, there is no assurance that the PRC government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect the overall availability of Renminbi outside the

PRC and the ability of Macquarie Bank to source Renminbi to finance its obligations under the PD Debt Instruments denominated in Renminbi.

The investment in the PD Debt Instruments denominated in Renminbi is subject to exchange rate and interest rate risks.

The value of Renminbi against the U.S. dollar and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. All payments of interest and principal with respect to the PD Debt Instruments will be made in Renminbi unless otherwise specified. As a result, the value of these Renminbi payments in U.S. dollar or other foreign currency may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of the investment made by a PD Debt Instrument Holder in U.S. dollars or any other foreign currency terms will decline.

Payments in respect of the PD Debt Instruments denominated in Renminbi will only be made to investors in the manner specified in the terms and conditions of the relevant PD Debt Instruments.

All payments to investors in respect of the PD Debt Instruments denominated in Renminbi will be made solely (i) for so long as the PD Debt Instruments are represented by global certificates held with the common depositary for Euroclear Bank SA/NV (“Euroclear”) and Clearstream Banking, S.A. (“Clearstream, Luxembourg”) or a sub-custodian for the Central Moneymarkets Unit Service (“CMU Service”) or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong or (ii) for so long as the PD Debt Instruments are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

2. Documents Incorporated by Reference

The documents described below, each of which has been previously published and filed with the Financial Conduct Authority, shall be incorporated in and form part of this Base Prospectus, save that any statement contained in any document, or part of a document, which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus. Any document or other information incorporated by reference in any of the documents described below does not form part of this Base Prospectus.

MGL audited consolidated annual financial statements and auditor's reports

A9.11.4.1

The audited consolidated annual financial statements of MGL and its controlled entities for the financial years ended 31 March 2017 and 31 March 2018, and the auditor's report in respect of such annual consolidated financial statements, which are set out in, and form part of, the 2017 annual report and 2018 annual report of MGL, shall be deemed to be incorporated in, and form part of, this Base Prospectus. The 2017 annual report and 2018 annual report of MGL are available for viewing on the internet site www.macquarie.com/au/about/investors/reports.

The audited consolidated annual financial statements of MGL and its controlled entities for the financial years ended 31 March 2017 and 31 March 2018 comprise the Income Statements, Statements of Comprehensive Income, Statements of Financial Position, Statements of Changes in Equity, Statements of Cash Flows, Notes to the Financial Statements and the Directors' Declaration as set out in the 2017 annual report and 2018 annual report of MGL. The audited consolidated annual financial statements and the Independent Auditor's Report can be located in the 2018 annual report (and in the case of the financial year ended 31 March 2017, also in the 2017 annual report) on the following pages:

	2018 Annual Report	2017 Annual Report
Income Statements	85	87
Statements of Comprehensive Income	86	88
Statements of Financial Position	87	89
Statements of Changes in Equity	88	90-91
Statements of Cash Flows	90	92
Notes to the Financial Statements	91-175	93-193
Directors' Declaration	176	194
Independent Auditor's Report	177-182	195-199

See "Selected Financial Information" on pages 94 to 96 inclusive of this Base Prospectus for further information on the audited consolidated annual financial statements of MGL and its controlled entities.

Previous Terms and Conditions

The Terms and Conditions of the PD Debt Instruments set out on:

- pages 60 to 91 of the Base Prospectus dated 14 June 2017 relating to the Programme;
- pages 59 to 91 of the Base Prospectus dated 14 June 2016 relating to the Programme;
- pages 59 to 90 of the Base Prospectus dated 15 June 2015 relating to the Programme;

- pages 48 to 80 of the Base Prospectus dated 18 June 2014 relating to the Programme;
 - pages 46 to 78 of the Base Prospectus dated 21 June 2013 relating to the Programme;
 - pages 35 to 65 of the Base Prospectus dated 14 June 2012 relating to the Programme;
 - pages 34 to 64 of the Base Prospectus dated 7 July 2011 relating to the Programme; and
 - pages 29 to 58 of the Base Prospectus dated 9 July 2010 relating to the Programme,
- are incorporated in, and form part of, this Base Prospectus.

* * * * *

Any information not forming part of the audited consolidated financial statements of MGL with its controlled entities for the financial years ended 31 March 2017 and 31 March 2018 and the auditor's report in respect of such annual consolidated financial statements, but included in the 2017 annual report and 2018 annual report of MGL is not incorporated in, and does not form part of, this Base Prospectus.

Any non-incorporated parts of a document incorporated by reference herein which is not incorporated in, and does not form part of, this Base Prospectus is either not relevant for investors or is contained elsewhere in this Base Prospectus.

MGL will provide, without charge, upon the written request of any person, a copy of any or all of the documents which, or portions of which, are incorporated in this Base Prospectus by reference. Written requests for such documents should be directed to MGL at its office set out at the end of this Base Prospectus. In addition, such document will be available for inspection and available free of charge at the offices of Citibank, N.A., London Branch, c/o Citibank, N.A., Dublin Branch, Ground Floor, 1 North Wall Quay, Dublin 1, Ireland or, in relation to PD Debt Instruments cleared through the Central Moneymarkets Unit Service ("**CMU Service**"), at the offices of Citicorp International Limited, 10/F, Citi Tower, One Bay East, 83 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong.

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A9.14

Documents incorporated in this Base Prospectus by reference are also available on the internet site www.macquarie.com/au/about/investors.

All information which MGL has published or made available to the public in compliance with its obligations under the laws of Australia dealing with the regulation of securities, issuers of securities and securities markets has been released to the Australian Securities Exchange operated by ASX Limited ("**ASX**") in compliance with the continuous disclosure requirements of the ASX Listing Rules. Announcements made by MGL under such rules are available on ASX's internet site www.asx.com.au (MGL's ASX code is "MQG").

References to internet site addresses or uniform resource locators (URLs) in this Base Prospectus are included as textual references only and the contents of any such internet sites or URLs are not incorporated by reference into, and do not form part of, this Base Prospectus.

3. Terms and Conditions

*The following (save for the italicised text) is a composite text of the terms and conditions which (subject to completion of the relevant Final Terms) will be applicable to each Series of PD Debt Instruments. The terms of the Agency Agreement (as defined below) and the Master Deed of Covenant dated 16 September 2009 ("**Master Deed of Covenant**") will apply to each Series of PD Debt Instruments unless the provisions of the relevant Final Terms provide otherwise.*

A13.4.7
Cat B

References in the terms and conditions to "Issuer" are, unless the contrary intention appears, references to the Issuer specified in the relevant Final Terms and references to "PD Debt Instruments" are, unless the contrary intention appears, references to the PD Debt Instruments of one Series of the type specified in the relevant Final Terms only, not to all PD Debt Instruments which may be issued under the Programme. Terms used in the relevant Final Terms will have the same meaning where used in the terms and conditions.

*Macquarie Group Limited is not an "authorised deposit-taking institution" ("**ADI**") for the purposes of the Banking Act 1959 of Australia ("**Banking Act**"), and its obligations do not represent deposits or other liabilities of its subsidiary, Macquarie Bank Limited. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of Macquarie Group Limited.*

The following seven paragraphs apply to PD Debt Instruments, which are specified in the relevant Final Terms as being issued with the benefit of both the Agency Agreement and the Master Deed of Covenant.

The PD Debt Instruments are issued with the benefit (to the extent applicable) of an amended and restated agency agreement (as amended, restated or supplemented from time to time) ("**Agency Agreement**") dated on or about 13 June 2018 between Macquarie Group Limited ("**Issuer**" or "**MGL**") and Citibank, N.A., London Branch in its capacity as an issuing and paying agent ("**I&P Agent**" and "**Paying Agent**", which expression shall include any successor to Citibank, N.A., London Branch in its capacity as such) and Citicorp International Limited as CMU lodging agent ("**CMU Lodging Agent**", which expression shall include any successor to Citicorp International Limited in its capacity as such).

A13.4.11
Cat B

The expression "**Agents**" shall include each I&P Agent, CMU Lodging Agent and any transfer agent ("**Transfer Agent**"), and any registrar ("**Registrar**") and any other paying agents subsequently appointed ("**Paying Agents**"), successors thereto in such capacity and any additional or substitute agents appointed to MGL's Debt Instrument Programme ("**Programme**") from time to time. The PD Debt Instrument Holders (as defined in Condition 2.3 below, which expression includes, unless the contrary intention appears, the holders of the coupons ("**Coupons**") (if any) appertaining to interest-bearing PD Debt Instruments in bearer form ("**Couponholders**") and the holders of talons ("**Talons**") (if any) for further coupons attached to such PD Debt Instruments ("**Talonholders**")) are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Agency Agreement applicable to them.

The Final Terms for this PD Debt Instrument are attached to this PD Debt Instrument or endorsed on this PD Debt Instrument, specifies the Issuer and the type of PD Debt Instrument and completes these terms and conditions ("**Conditions**"). References in these Conditions to the "**relevant Final Terms**" are to the Final Terms setting out the final terms of this PD Debt Instrument which is attached to, endorsed on, or otherwise applicable to this PD Debt Instrument.

As used in these Conditions, "**Series**" means each original issue of PD Debt Instruments together with any further issues expressed to form a single Series with the original issue and the terms of which (save for the issue or deposit date ("**Issue Date**")), the date from which interest accrues ("**Interest Commencement Date**"), the issue price of the PD Debt Instruments ("**Issue Price**") and the amount of the first interest payment (if any) (as specified in the relevant Final Terms)) are identical. However, the Final Terms for this PD Debt Instrument may provide that a particular Tranche will not become fungible with PD Debt Instruments of another Tranche or Tranches forming part of the same Series until the time

A13.4.2(i)
Cat B

specified in the Final Terms. As used in these Conditions, “**Tranche**” means all PD Debt Instruments of the same Series with the same Issue Date and Interest Commencement Date and the aggregate nominal amount (“**Aggregate Nominal Amount**”) of which shall be specified in the Final Terms.

For the purposes of these Conditions (other than in relation to the determination of interest and other amounts payable in respect of the PD Debt Instruments) a reference to the I&P Agent shall, with respect to PD Debt Instruments held through the Central Moneymarkets Unit Service (“**CMU Service**”), be deemed to be a reference to the CMU Lodging Agent, and all such references shall be construed accordingly.

All references in these Conditions to PD Debt Instruments, Coupons and Talons must be read and construed as references to the PD Debt Instruments, Coupons and Talons of a particular Series.

Words and expressions defined in the Agency Agreement or used in the relevant Final Terms shall have the same meanings where used in these Conditions unless the contrary intention appears.

Copies of the Agency Agreement and the Final Terms applicable to this PD Debt Instrument are obtainable from and, available for inspection during normal business hours at, the specified office of each I&P Agent and the other Paying Agents. The PD Debt Instrument Holders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the Final Terms which are applicable to them.

Prior to the issue of any Registered PD Debt Instruments (as defined below), the Issuer will appoint a Registrar and will appoint and maintain a London Transfer Agent.

1 Form and Denomination

A13.4.4(i)
Cat A

1.1 General

A13.4.2(i)
Cat B

References in these Conditions to “PD Debt Instruments” are references to the type of PD Debt Instrument specified in the relevant Final Terms. For the avoidance of doubt, where certain Conditions are expressed to only apply to certain types of PD Debt Instrument, such Conditions only apply to that type of PD Debt Instrument as specified in the relevant Final Terms and do not apply to other types of PD Debt Instrument.

PD Debt Instruments are issued in bearer form (“**Bearer PD Debt Instruments**”) and/or in registered form (“**Registered PD Debt Instruments**”), as specified in the relevant Final Terms. In these Conditions and unless the contrary intention appears, references to “**PD Debt Instruments**” are to Bearer PD Debt Instruments and Registered PD Debt Instruments.

Prior to the issue of any Registered PD Debt Instruments (as defined below), the Issuer will appoint a Registrar.

1.2 Type of PD Debt Instruments

Each PD Debt Instrument may be a Fixed Rate PD Debt Instrument, a Floating Rate PD Debt Instrument, a Fixed / Floating Interest Rate Basis PD Debt Instrument, a Zero Coupon PD Debt Instrument or a combination of any of the foregoing, as specified in the relevant Final Terms.

A13.4.2(i)
Cat B

1.3 Form of Bearer PD Debt Instruments

Interest-bearing Bearer PD Debt Instruments in definitive form will be serially numbered and issued with Coupons (and where appropriate, a Talon) attached, other than in the case of PD Debt Instruments which do not carry an entitlement to periodic payment of interest prior to the redemption date of such PD Debt Instruments and which are issued at a discount to their face value (“**Zero Coupon PD Debt Instruments**”) (in which case references to interest (other than in relation to interest due after the redemption date), Coupons and Talons in these Conditions are

not applicable). On or after the date on which all the Coupons attached to, or issued in respect of, any Bearer PD Debt Instrument which was issued with a Talon have matured, a coupon sheet comprising further Coupons (other than Coupons which would be void) and, if applicable, one further Talon, will be issued against presentation of the relevant Talon at the specified office of any Agent in accordance with Condition 7.1.6.

1.4 Form of Registered PD Debt Instruments

Registered PD Debt Instruments are constituted by the Deed of Covenant specified in the relevant Final Terms. Copies of the Deed of Covenant are available for inspection at the office of the Registrar. PD Debt Instrument Holders of such Registered PD Debt Instruments are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Deed of Covenant.

Unless otherwise specified in the relevant Final Terms, where PD Debt Instruments are issued in registered form, no certificate or other evidence of title will be issued unless the Issuer determines that certificates should be available or the Issuer is required to do so pursuant to any applicable law or regulation. Each certificate represents a holding of one or more such PD Debt Instruments by the same PD Debt Instrument Holder.

1.5 Denomination

PD Debt Instruments will be in the denomination or denominations specified in the relevant Final Terms or integral multiples thereof ("**Specified Denomination**"). Bearer PD Debt Instruments of one denomination may not be exchanged for Bearer PD Debt Instruments of another denomination.

1.6 Currency of PD Debt Instruments

Subject to compliance with all applicable legal and/or regulatory requirements, PD Debt Instruments may be denominated in the lawful currency of the Commonwealth of Australia ("**Australian Dollars**" or "**A\$**"), the lawful currency of the United States of America ("**U.S. Dollars**" or "**U.S.\$**"), the lawful currency of Japan ("**Yen**"), the lawful currency of the United Kingdom ("**Sterling**"), the single currency introduced at the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Communities, as amended by the Treaty on European Union ("**Euro**"), the lawful currency of the People's Republic of China ("**Renminbi**" or "**RMB**") as specified in the relevant Final Terms ("**Specified Currency**").

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Cat C

2 Title

2.1 Title to Bearer PD Debt Instruments, Coupons and Talons

Title to Bearer PD Debt Instruments, Coupons and Talons passes by delivery.

2.2 Title to Registered PD Debt Instruments

Title to Registered PD Debt Instruments passes by registration in the register ("**Register**") which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement.

2.3 Title - general

In these Conditions, subject as provided below, "**PD Debt Instrument Holder**" means:

- (a) (in relation to a PD Debt Instrument, Coupon or Talon) the bearer of any Bearer PD Debt Instrument, Coupon or Talon (as the case may be); or

- (b) the person in whose name a Registered PD Debt Instrument is registered, as the case may be.

A PD Debt Instrument Holder will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss or any express or constructive notice of any claim by any other person of any interest therein other than, in the case of a Registered PD Debt Instrument, a duly executed transfer of such PD Debt Instrument) and no person will be liable for so treating the PD Debt Instrument Holder.

3 Exchanges of Bearer PD Debt Instruments for Registered PD Debt Instruments and transfers of Registered PD Debt Instruments

3.1 Exchange of Bearer PD Debt Instruments

Subject to Condition 3.6, Bearer PD Debt Instruments may, if so specified in the relevant Final Terms, be exchanged for the same aggregate principal amount of Registered PD Debt Instruments at the request in writing of the relevant PD Debt Instrument Holders and upon surrender of the Bearer PD Debt Instrument to be exchanged together with all unmatured Coupons and Talons relating to it (if any) at the specified office of the Registrar or the specified office of the Transfer Agent. Without limiting the previous sentence, the relevant Final Terms may specify that Bearer PD Debt Instruments may be exchanged for Registered PD Debt Instruments only with the prior written approval of the Issuer or such other or additional persons as are specified in such Final Terms. Where, however, a Bearer PD Debt Instrument is surrendered for exchange after the Record Date (as defined in Condition 7.2.2) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered PD Debt Instruments may not be exchanged for Bearer PD Debt Instruments.

3.2 Transfer of Registered PD Debt Instruments

A Registered PD Debt Instrument may be transferred in whole but not in part upon the surrender of the relevant certificate by which such Registered PD Debt Instrument is represented (if the PD Debt Instrument is certificated), together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or the specified office of the Transfer Agent. In the case of a certificated PD Debt Instrument, a new certificate will be issued to the transferee and in the case of a transfer of a Registered PD Debt Instrument which forms part only of a holding represented by a certificate, a new certificate in respect of the balance not transferred will be issued to the transferor.

Bearer PD Debt Instruments will not be exchanged for Registered PD Debt Instruments nor will Registered PD Debt Instruments be transferred if the exchangee or transferee is an Australian resident, or a non-Australian resident that holds the PD Debt Instruments in carrying on business in Australia at or through a permanent establishment of the exchangee or transferee in Australia and fails to provide a tax file number (“TFN”), Australian Business Number (“ABN”), or evidence that the exchangee or transferee (as the case may be) is not required to provide a TFN or ABN.

The forms of exchange and transfer will require the exchangee or transferee (as the case may be) to certify whether or not such person is an Australian resident, or a non-Australian resident that holds the PD Debt Instruments in carrying on business in Australia at or through a permanent establishment of the exchangee or transferee in Australia and, if so, the transferee may provide a TFN or ABN or evidence that such person is not required to provide a TFN or ABN.

3.3 Partial redemption or exercise of options in respect of Registered PD Debt Instruments

In the case of a partial redemption of a holding of Registered PD Debt Instruments represented by a single certificate or a partial exercise of the Issuer’s or PD Debt Instrument Holders’ option

to redeem in respect of a holding of Registered PD Debt Instruments represented by a single certificate, a new certificate will be issued to the PD Debt Instrument Holder in respect of the balance of the holding not redeemed or in respect of which the relevant option has not been exercised. In the case of a partial exercise of an option resulting in Registered PD Debt Instruments of the same holding having different terms, separate certificates shall be issued in respect of those PD Debt Instruments of that holding that have the same terms. New certificates shall only be issued against surrender of the existing certificates to the Registrar or the Transfer Agent.

3.4 Delivery of new certificates representing Registered PD Debt Instruments

In the case of certificated Registered PD Debt Instruments, each new certificate to be issued upon exchange of Bearer PD Debt Instruments or transfer of Registered PD Debt Instruments will, within three Business Days (in the place of the specified office of the Registrar and the specified office of the Transfer Agent) of receipt of such request for exchange or form of transfer, be available for delivery at the specified office of the Registrar and the specified office of the Transfer Agent, or be mailed at the risk of the PD Debt Instrument Holder entitled to the Registered PD Debt Instrument, to such address as may be specified in such request or form of transfer.

3.5 Exchange free of charge

Registration of PD Debt Instruments on exchange of Bearer PD Debt Instruments for Registered PD Debt Instruments or transfer of Registered PD Debt Instruments will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agent (other than any insurance charges or any expenses of delivery (if applicable) by other than regular mail), but upon payment of (or the giving of such indemnity as the Registrar or the Transfer Agent may require in respect of) any tax or other governmental charges which may be imposed in relation to it.

3.6 Closed periods

No PD Debt Instrument Holder may require the transfer of a Registered PD Debt Instrument to be registered or a Bearer PD Debt Instrument to be exchanged for a Registered PD Debt Instrument:

- (a) during the period of 15 days ending on the due date for any payment of principal or redemption amount on that PD Debt Instrument;
- (b) during the period of 15 days before any drawing of PD Debt Instruments for redemption under Condition 6.2; or
- (c) after any such PD Debt Instrument has been drawn for redemption in whole or in part.

4 Status and Negative Pledge

4.1 Status

The PD Debt Instruments and Coupons are direct, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and rank at least equally with the claims of its unsecured and unsubordinated creditors, except creditors mandatorily preferred by law.

MGL is not an ADI for the purposes of the Banking Act, and its obligations do not represent deposits or other liabilities of its subsidiary, Macquarie Bank Limited. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of MGL.

4.2 Negative Pledge

So long as any of the PD Debt Instruments remains outstanding, the Issuer will not, unless approved by an Extraordinary Resolution, create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest ("**Security Interest**") upon the whole or any part of its present or future assets or revenues or those of any of its Subsidiaries (as defined below) as security for any relevant indebtedness (as defined below) or any guarantee or indemnity ("**Guarantee**") given in respect of any relevant indebtedness unless prior to or simultaneously therewith, the Issuer either:

- (a) grants or procures to be granted a Security Interest or Security Interests securing its obligations under the PD Debt Instruments and the relative Coupons which will result in such obligations being secured equally and rateably in all respects so as to rank *pari passu* with the applicable relevant indebtedness or Guarantee; or
- (b) grants or procures to be granted such other Security Interest or Security Interests in respect of its obligations under the PD Debt Instruments and the relative Coupons as shall be approved by an Extraordinary Resolution.

For the purposes of these Conditions, "**relevant indebtedness**" means any present or future indebtedness of the Issuer in the form of, or represented by, bonds, notes, debentures, loan stock, certificates of deposit, bills of exchange, transferable loan certificates or other securities which are capable of being listed, quoted, ordinarily dealt in or traded on any recognised market, not being indebtedness incurred in the ordinary course of banking business.

In these Conditions, "**Subsidiary**" has the same meaning as that provided in Section 9 of the **Corporations Act**.

5 Interest

A13.4.8(ii)
Cat B

5.1 General

PD Debt Instruments may be either interest-bearing or non interest-bearing, as specified in the relevant Final Terms. Interest-bearing PD Debt Instruments may bear interest at either a fixed rate or a floating rate. In relation to any Tranche of PD Debt Instruments, the relevant Final Terms may specify actual amounts of interest payable ("**Interest Amounts**") rather than, or in addition to, a rate or rates at which interest accrues.

The Final Terms in relation to each Tranche of interest-bearing PD Debt Instruments will specify which of Conditions 5.2, 5.3 and 5.4 will be applicable to the PD Debt Instruments. Condition 5.5 will be applicable to each Tranche of interest-bearing PD Debt Instruments.

5.2 Interest - fixed rate

Each PD Debt Instrument in relation to which this Condition 5.2 is specified in the relevant Final Terms as being applicable ("**Fixed Rate PD Debt Instruments**") will bear interest on its nominal amount at the fixed rate or rates per annum specified in the relevant Final Terms from the Issue Date or such other date as is specified in the relevant Final Terms as being the Interest Commencement Date. Interest will be payable in arrear on each Interest Payment Date (as defined in Condition 5.5(a)) as determined in accordance with the business day convention specified in the relevant Final Terms ("**Business Day Convention**").

Interest which is required to be calculated for a period of other than a full year will be calculated on the basis of a year of 360 days and 12 months of 30 days each or on such other basis as may be specified as the Day Count Fraction in the relevant Final Terms.

The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date and, if the first anniversary of the Interest Commencement Date is not an Interest Payment Date, will amount to the Initial Broken Amount.

If the Maturity Date is not an Interest Payment Date, interest from (and including) the preceding Interest Payment Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will amount to the Final Broken Amount.

“Interest Payment Date”, “Initial Broken Amount” and “Final Broken Amount” have the meaning given to them in the Final Terms.

5.3 Interest - floating rate

(a) *Accrual of interest*

PD Debt Instruments in relation to which this Condition 5.3 is specified in the relevant Final Terms as being applicable (“**Floating Rate PD Debt Instruments**”) will bear interest in respect of each Interest Period (as defined in Condition 5.5(a)) at the rate or rates per annum specified in the relevant Final Terms determined in accordance with this Condition 5.3.

A13.4.8(ii)
Cat B

Each Floating Rate PD Debt Instrument will bear interest on its nominal amount at the Interest Rate (as defined below) from the Issue Date of the PD Debt Instruments or such other date as is specified in the relevant Final Terms as being the Interest Commencement Date. Interest will be payable in arrear on each Interest Payment Date. If any Interest Payment Date in respect of a Floating Rate PD Debt Instrument would otherwise fall on a day which is not a Business Day (as defined in Condition 5.7), such Interest Payment Date shall be determined in accordance with the Business Day Convention.

A13.4.8(vi)
Cat A

(b) *Interest Rate*

The rate of interest payable in respect of Floating Rate PD Debt Instruments (“**Interest Rate**”) shall be determined by the Calculation Agent (as defined in Condition 5.7) on the basis of (i) or (ii) below, as specified in the relevant Final Terms.

(i) *ISDA Determination for Floating Rate*

A13.4.8(vi)
Cat A

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Period will be the relevant ISDA Rate plus or minus (as specified in the relevant Final Terms) the margin (if any) specified in the relevant Final Terms (“**Margin**”). For the purposes of this sub-paragraph (i), “**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent for the PD Debt Instruments under an interest rate Swap Transaction if the Calculation Agent for the PD Debt Instruments were acting as Calculation Agent for that Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

A13.4.8(ii)
Cat B

- (A) the Floating Rate Option is as specified in the relevant Final Terms;
- (B) the Designated Maturity is a period specified in the relevant Final Terms; and

- (C) the relevant Reset Date is the day specified in the relevant Final Terms; and
- (D) the Period End Dates are each Interest Payment Date, the Spread is the Margin and the Floating Rate Day Count Fraction is the Day Count Fraction.

For the purposes of this sub-paragraph (i), “**Swap Transaction**”, “**Floating Rate**”, “**Calculation Agent**” (except references to “**Calculation Agent for the PD Debt Instruments**”), “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**”, “**Period End Date**”, “**Spread**” and “**Floating Rate Day Count Fraction**” have the meanings given to those terms in the 2006 ISDA Definitions as amended and updated in the case of each Series as at the Issue Date of the first Tranche of the relevant PD Debt Instruments, published by the International Swaps and Derivatives Association, Inc. (“**ISDA Definitions**”). “**Euro-zone**” means the region comprised of member states of the European Union that adopt a single currency in accordance with the Treaty on European Union.

(ii) *Screen Rate Determination for Floating Rate PD Debt Instruments*

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Cat B

A13.4.8(vii)

Cat C

A13.4.8(ix) Cat B

Where the Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date in question plus or minus (as specified in the relevant Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purposes of determining the arithmetic mean (rounded as provided above) of such offered quotations.

- (a) If (A) applies and no offered quotation appears on the Relevant Screen Page at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date or if (B) applies and fewer than two offered quotations appear on the Relevant Screen Page at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date, subject as provided below, the Interest Rate shall be the arithmetic mean of the Reference Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent.

A13.4.8(ix)

Cat B

- (b) If paragraph (a) above applies and the Calculation Agent determines that fewer than two Reference Banks are making offered quotations for the Reference Rate in respect of the Specified Currency, subject as provided below, the Interest Rate shall be the arithmetic mean of the rates per

annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Reference Rate) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is Euro or Renminbi, in such financial centre(s) as is/are specified in the relevant Final Terms, in each case as selected by the Calculation Agent (“**Principal Financial Centre**”) are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the first day of the Interest Period to which the relevant Interest Determination Date relates for a period equivalent to the relevant Interest Period (x) two leading banks carrying on business in Europe, or (if the relevant currency is not Euro and the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (y) two leading banks carrying on business in the Principal Financial Centre.

In these Conditions:

“**Interest Determination Date**” shall mean the date specified as such in the Final Terms or if none is so specified:

- (a) if the Reference Rate is the London interbank offered rate (“**LIBOR**”) (other than Sterling or Euro LIBOR), the second London business day prior to the start of each Interest Period;
- (b) if the Reference Rate is Sterling LIBOR, the first day of each Interest Period;
- (c) if the Reference Rate is Euro LIBOR or the Euro-zone interbank offered rate (“**EURIBOR**”), the second day on which the TARGET2 System is open prior to the start of each Interest Period;
- (d) if the Reference Rate is the Australian BBSW Rate (“**BBSW**”), the first date of each Interest Period;
- (e) if the Reference Rate is the New Zealand Bank Bill reference rate interbank offered rate (“**BKBM**”), the first day of each Interest Period;
- (f) if the Reference Rate is the Hong Kong interbank offered rate (“**HIBOR**”), the first day of each Interest Period;
- (g) if the Reference Rate is the Toronto interbank offered rate (“**BA-CDOR**”), the first day of each Interest Period; and
- (h) if the Reference Rate is the Singapore interbank offered rate (“**SIBOR**”), the second Singapore business day prior to the start of each Interest Period.

“**Reference Rate**” shall mean (a) LIBOR, (b) EURIBOR, (c) BBSW, (d) BKBM, (e) HIBOR, (f) BA-CDOE or (g) SIBOR, in each case for the relevant period, each as set out in the applicable Final Terms.

A13.4.8(vi)
Cat A

“Relevant Financial Centre” shall mean (a) London, in the case of a determination of LIBOR, (b) Brussels in the case of a determination of EURIBOR, (c) Sydney, in the case of a determination of BBSW, (d) Auckland and Wellington, in the case of a determination of BKBM, (e) Hong Kong, in the case of a determination of HIBOR, (f) Toronto, in the case of a determination of BA-CDOR and (g) Singapore, in the case of a determination of SIBOR, each as specified in the applicable Final Terms.

“Relevant Time” shall mean (a) in the case of LIBOR, 11.00 a.m., (b) in the case of EURIBOR, 11.00 a.m., (c) in the case of BBSW, 10.30 a.m., (d) in the case of BKBM, 10.45 a.m., (e) in the case of HIBOR, 11.00 a.m., (f) in the case of BA-CDOR, 10.00 a.m., and (g) in the case of SIBOR, 11.00 a.m., each as specified in the applicable Final Terms.

(iii) *BBSW Rate Determination*

If BBSW Rate Determination is specified in the Final Terms as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate PD Debt Instruments for each Interest Period is the sum of the Margin (if any) and the BBSW Rate.

In this Condition, **“BBSW Rate”** means, for an Interest Period, the rate (expressed as a percentage per annum) for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the “AVG MID” on the Reuters Screen BBSW page (or any designation which replaces that designation on that page, or any replacement page) at approximately 10.15 am (or such other time at which such rate customarily appears on that page) (**“Publication Time”**) on the first day of that Interest Period. However, if such rate does not appear on the Reuters Screen BBSW page (or any replacement page) by 10.30 am on that day (or such other time that is 15 minutes after the then prevailing Publication Time), or if it does appear but the Issuer determines that there is an obvious error in that rate, **“BBSW Rate”** means the rate determined by the Issuer in good faith having regard, to the extent possible, to the comparable indices then available. The rate must be expressed as a percentage per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001 per cent.).

(iv) *Minimum and/or Maximum Interest Rate*

If the relevant Final Terms specify a Minimum Interest Rate for any Interest Period then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Interest Rate, the Interest Rate for such Interest Period shall be such Minimum Interest Rate.

If the Final Terms specify a Maximum Interest Rate for any Interest Period then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Interest Rate, the Interest Rate for such Interest Period shall be such Maximum Interest Rate.

(v) *Fallback Interest Rate*

Unless otherwise specified in the relevant Final Terms, if the Calculation Agent is unable to determine a rate (or, as the case may be, the arithmetic mean of rates)

in accordance with the above provisions, the Interest Rate applicable to the PD Debt Instruments during the relevant Interest Period will be the Interest Rate applicable to the PD Debt Instruments during the immediately preceding Interest Period (with adjustment for any change in the Margin, Maximum Interest Rate or Minimum Interest Rate).

(vi) *Rounding*

For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of Yen, which shall be rounded down to the nearest Yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.

(c) *Calculation of interest amount payable*

The Calculation Agent will, as soon as practicable on or after determining the Interest Rate in relation to each Interest Period, calculate the amount of interest payable for the relevant Interest Period in respect of the principal amount of each denomination of such PD Debt Instruments. The amount of interest payable will be calculated by multiplying the product of the Interest Rate for such Interest Period and the outstanding principal amount by the applicable Day Count Fraction and rounding the resultant figure to the nearest unit of the currency in which the relevant PD Debt Instruments are denominated or, as the case may be, in which such interest is payable (an amount equal to or above one half of any such unit being rounded upwards).

5.4 Interest – Fixed/Floating

If Fixed/Floating Rate Interest Basis is specified as being applicable in the applicable Final Terms, each PD Debt Instrument bears interest from (and including) the Interest Commencement Date (which unless otherwise specified in the applicable Final Terms shall be the Issue Date) at the applicable rates of interest determined in accordance with this Condition 5.4, and such interest will be payable in arrear on the relevant Interest Payment Date (as defined below).

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If Fixed/Floating Rate Interest Basis is specified as being applicable in the applicable Final Terms, the basis upon which interest accrues (and on which the rate of interest shall be determined) will (unless the PD Debt Instruments are redeemed or purchased and cancelled prior to the Interest Basis Conversion Date) change from one interest basis (the “**First Interest Basis**”) to another (the “**Second Interest Basis**”).

The First Interest Basis shall apply to any Interest Period in the First Interest Basis Period and the Second Interest Basis shall apply to any Interest Period in the Second Interest Basis Period.

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The rate of interest for any Interest Period, and the amount of interest payable on each Interest Payment Date in respect of such Interest Period, shall be determined by the Agent or (if specified in the applicable Final Terms) the Calculation Agent, as applicable, in accordance with (i) if the relevant Interest Basis is specified in the applicable Final Terms to be Fixed Rate, Condition 5.2 or (ii) if the relevant Interest Basis is specified in the applicable Final Terms to be Floating Rate, Condition 5.3. If an Interest Basis for an Interest Basis Period is specified in the applicable Final

Terms as being Floating Rate, the notification and publication requirements of Condition 5.5(b) shall apply in respect of each Interest Period falling within such Interest Basis Period.

If the Second Interest Basis is specified to be Floating Rate in the applicable Final Terms and the Interest Basis Conversion Date is not a Business Day for the purposes of determining the Rate of Interest in accordance with Condition 5.5(b), the Interest Determination Date for the Interest Period immediately following the Interest Basis Conversion Date shall be the Business Day immediately preceding the Interest Basis Conversion Date.

For the purposes of this Condition 5.4:

“First Interest Basis Period” means the period from (and including) the Interest Commencement Date to (but excluding) the Interest Basis Conversion Date.

“Interest Basis” means the First Interest Basis or the Second Interest Basis, as applicable.

“Interest Basis Conversion Date” shall have the meaning specified in the applicable Final Terms.

“Interest Basis Period” means the First Interest Basis Period or the Second Interest Basis Period as applicable.

“Interest Payment Date(s)” means, in relation to each Interest Basis:

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- (A) the Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no express Interest Payment Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Interest Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date that falls within the First Interest Basis Period, after the Interest Commencement Date.

“Second Interest Basis Period” means the period from (and including) the Interest Basis Conversion Date to (but excluding) the Maturity Date.

5.5 Interest - supplemental provisions

(a) *Interest Payment Dates and Interest Periods*

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Interest on each PD Debt Instrument will be payable in arrear at such intervals and on such dates as are specified in the relevant Final Terms and at the Maturity Date of such PD Debt Instrument (each an **“Interest Payment Date”**). The period beginning on (and including) the Issue Date of a PD Debt Instrument (or other date specified in the relevant Final Terms as the Interest Commencement Date) and ending on (but excluding) the first Interest Payment Date, and each period thereafter from (and including) an Interest Payment Date to (but excluding) the next following Interest Payment Date, is referred to in these Conditions as an **“Interest Period”**. The I&P Agent must notify the London Stock Exchange of each Interest Period for PD Debt Instruments listed on the London Stock Exchange.

(b) *Notification of Interest Rate, interest payable and other items*

The Calculation Agent will cause each Interest Rate, the amount of interest payable and each other amount, item or date, as the case may be, determined or calculated by it to be notified to the Issuer and, in the case of Bearer PD Debt Instruments, the I&P Agent or, in the case of Registered PD Debt Instruments, the Registrar, the London Stock

Exchange and to be notified to PD Debt Instrument Holders in accordance with Condition 18 as soon as practicable after such determination or calculation but in any event not later than the fourth Banking Day in the Relevant Financial Centre (as defined in Condition 5.3) thereafter. The Calculation Agent will be entitled to amend any such amount, item or date (or to make appropriate alternative arrangements by way of adjustment) without prior notice in the event of the extension or abbreviation of any relevant Interest Period or calculation period and such amendment will be notified in accordance with the previous sentence.

(c) *Determination final*

The determination by the Calculation Agent of all amounts, items and dates falling to be determined by it pursuant to these Conditions (including, without limitation, the Interest Rate for any Interest Period and the amount of interest payable for any Interest Period in respect of any PD Debt Instrument) shall, in the absence of manifest error, be final and binding on all parties.

(d) *Accrual of interest*

Interest shall accrue on the outstanding principal amount of each PD Debt Instrument on the paid up principal amount of such PD Debt Instrument. Interest will cease to accrue as from the due date for redemption of a PD Debt Instrument unless (except in the case of any payment where presentation and/or surrender of the relevant PD Debt Instrument is not required as a precondition of payment) upon due presentation and/or surrender of the relevant PD Debt Instrument, the relevant payment is not made in which case interest will continue to accrue thereon (after as well as before any demand or judgment) at the rate then applicable to the outstanding principal amount of the PD Debt Instruments or such other default rate (if any) as may be specified in the relevant Final Terms until the date on which, upon (except in the case where presentation and/or surrender of the relevant PD Debt Instrument is not required as a precondition of payment) due presentation and/or surrender of the relevant PD Debt Instrument, the relevant payment is made or, if earlier (except in the case where presentation and/or surrender of the relevant PD Debt Instrument is not required as a precondition of payment), the seventh day after the date on which, the I&P Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice of that circumstance is given to the PD Debt Instrument Holder in accordance with Condition 18 (except to the extent that there is failure in the subsequent payment thereof to the relevant PD Debt Instrument Holder).

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(e) *Business Day Convention*

If the Business Day Convention is specified in the relevant Final Terms to be:

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- (i) the Floating Rate Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event:
 - (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day; and
 - (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the number of months or other period specified as the Interest Period in the relevant Final Terms after the preceding applicable Interest Payment Date occurred; or

- (ii) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
 - (iii) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
 - (iv) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.
- (f) *Day Count Fraction*

“Day Count Fraction” means, in respect of the calculation of an amount of interest for any Interest Period:

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- (i) if “Actual/365” or “Actual/Actual” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “Actual/365 (Fixed)” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if “Actual/360” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 360;
- (iv) if “30/360”, “360/360” or “Bond Basis” is specified in the relevant Final Terms, the number of days in the Interest Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
- “D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (v) if “30E/360” or “Eurobond basis” is specified in the relevant Final Terms, the number of days in the Interest Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
- “D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30;

- (vi) if “30E/360 (ISDA)” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and
- “D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30;

- (vii) if “Australian Bond Basis” is specified in the relevant Final Terms, one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the

Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:

- (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)); or
 - (viii) if “Actual/Actual-ICMA” is specified in the relevant Final Terms:
 - (i) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Periods normally ending in any year; and
 - (ii) if the Calculation Period is longer than one Determination Period, the sum of:
 - (A) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (aa) the number of days in such Determination Period and (ab) the number of Determination Periods normally ending in any year; and
 - (B) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (aa) the number of days in such Determination Period and (ab) the number of Determination Periods normally ending in any year,
- where:

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date.

“**Calculation Period**” means the relevant period for which interest is to be calculated (from and including the first such day to but excluding the last).

5.6 Zero Coupon PD Debt Instruments

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If the amount due and payable in respect of a Zero Coupon PD Debt Instrument on the redemption date is not paid when due, the Interest Rate for any such overdue principal shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield specified in the relevant Final Terms.

5.7 Definitions

In these Conditions:

“**Additional Business Centre**” means any city specified as such in the relevant Final Terms.

“**Banking Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business.

“Business Day” means:

- (a) in the case of a Specified Currency other than Euro, U.S. Dollars or Renminbi, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer PD Debt Instrument, or the Registrar, in the case of a Registered PD Debt Instrument) the principal financial centre for that currency which, if the currency is Australian Dollars, shall be Sydney; and/or
- (b) in the case of U.S. Dollars, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in New York City (unless otherwise agreed between the Issuer, each relevant Agent and Registrar); and/or
- (c) in the case of Euro, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer PD Debt Instrument, or the Registrar, in the case of a Registered PD Debt Instrument) London and a day on which the Trans-European Automated Real-Time Gross-Settlement Express Transfer TARGET 2 System (**“TARGET 2”**) is operating; and/or
- (d) in the case of Renminbi, a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks are generally open for business and settlement of Renminbi payments in Hong Kong or such other principal financial centre as may be agreed from time to time by the Issuer and the relevant Dealer(s); and/or
- (e) in the case of a Specified Currency and/or one or more Additional Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the Specified Currency in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer PD Debt Instrument, or the Registrar, in the case of a Registered PD Debt Instrument) the Additional Business Centre(s) or, if no currency is specified, generally in each of the Additional Business Centres so specified; and/or
- (f) if a PD Debt Instrument is to be issued or paid on such Business Day a day on which each relevant Clearing System is operating.

“Calculation Agent” means Citibank, N.A., London Branch and any other person appointed as calculation agent by the Issuer, provided that in the event that the Reference Rate in respect of a Specified Currency has been discontinued, the Issuer and the calculation agent appointed at that time will consult to appoint another person as calculation agent.

“Clearing System” means Euroclear Bank SA/NV (**“Euroclear”**), Clearstream Banking, S.A. (**“Clearstream, Luxembourg”**), the Central Moneymarkets Unit Service (**“CMU Service”**), Austraclear Limited (ABN 94 002 060 773), as operator of the Austraclear System (**“Austraclear”**) and/or any other clearing system specified in the relevant Final Terms.

“Reference Banks” means the institutions specified as such in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the inter-bank market that is most closely connected with the Reference Rate.

“Representative Amount” means the amount so specified in the relevant Final Terms or, if none, an amount that is representative for a single transaction in the relevant market at the relevant time.

6 Redemption and Purchase

6.1 Redemption

Unless previously redeemed or purchased and cancelled, each PD Debt Instrument will be redeemed on its Maturity Date as specified in the relevant Final Terms at its maturity redemption amount ("**Maturity Redemption Amount**") (which shall be its outstanding principal amount or such other Maturity Redemption Amount as may be specified in or determined in accordance with the relevant Final Terms).

6.2 Redemption at the option of the Issuer

The Issuer may (if this Condition 6.2 is specified in the relevant Final Terms as being applicable) having given at least 30 days but not more than 60 days' notice (or such period as specified in the relevant Final Terms) to PD Debt Instrument Holders in accordance with Condition 18 (which notice must comply with the following paragraph and shall be irrevocable) and subject to satisfaction of any relevant conditions specified in the relevant Final Terms redeem all (but not, unless and to the extent that the relevant Final Terms specify otherwise, some only) of the PD Debt Instruments on the date specified in the Final Terms ("**Optional Redemption Date**") at their early redemption amount (call) ("**Early Redemption Amount (Call)**") (which shall be their outstanding principal amount or a percentage of their outstanding principal amount as specified in the Final Terms) together with accrued interest (if any) thereon.

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The notice referred to in the preceding paragraph shall specify:

- (a) the Series of PD Debt Instruments subject to redemption;
- (b) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the PD Debt Instruments of the relevant Series which are to be redeemed;
- (c) the due date for redemption;
- (d) the Early Redemption Amount (Call) at which such PD Debt Instruments are to be redeemed; and
- (e) whether or not accrued interest is to be paid upon redemption and, if so, the amount thereof or the basis or method of calculation thereof, all as specified in the relevant Final Terms.

In the case of a partial redemption of PD Debt Instruments, the PD Debt Instruments to be redeemed will be selected by the I&P Agent or in the case of a Tranche represented wholly by Registered PD Debt Instruments, the Registrar, and notice of the PD Debt Instruments called for redemption (together with the serial numbers thereof) will be published in accordance with Condition 18 not less than 15 days prior to the date fixed for redemption.

6.3 Redemption at the option of PD Debt Instrument Holders

The Issuer will (if this Condition 6.3 is specified in the relevant Final Terms as being applicable), at the option of any PD Debt Instrument Holder giving not less than 30 days but not more than 60 days (or such other period specified in the Final Terms), redeem such PD Debt Instruments on any day (being, in the case of an interest-bearing PD Debt Instrument one or more Interest Payment Dates) at its early redemption amount (put) ("**Early Redemption Amount (Put)**") (which shall be its outstanding principal amount or a percentage of its outstanding principal amount as specified in the relevant Final Terms) together with accrued interest (if any) thereon.

To exercise such option, the PD Debt Instrument Holder must complete, sign and deposit at the specified office of, in the case of a Bearer PD Debt Instrument, the I&P Agent or, in the case of a Registered PD Debt Instrument, the Registrar or the Transfer Agent, a redemption notice in the form obtainable from the I&P Agent or the Registrar or the Transfer Agent (as applicable) not less than 45 days before the redemption date, deposit the relevant PD Debt Instrument (together, in the case of an interest-bearing Bearer PD Debt Instrument, with any unmatured Coupons and unexchanged Talons appertaining thereto and, in the case of a Registered PD Debt Instrument the relevant Certificate (if certificated)) with, in the case of a Bearer PD Debt Instrument, the I&P Agent or, in the case of a Registered PD Debt Instrument, the Registrar or the Transfer Agent.

6.4 Redemption for taxation reasons

If, in respect of the PD Debt Instruments of any Series the Issuer, on the occasion of the next payment due in respect of the PD Debt Instruments, would be required to pay any Additional Amounts referred to in Condition 8, then the Issuer may at its option give not more than 60 nor less than 30 days' notice to each Agent and to the PD Debt Instrument Holders in accordance with Condition 18, and upon expiry of such notice shall redeem all but not some only of the PD Debt Instruments at their early redemption amount (tax) ("**Early Redemption Amount (Tax)**") (which shall be their outstanding principal amount or a percentage of their outstanding principal amount as specified in the relevant Final Terms) together with accrued interest (if any) accrued to the due date for redemption).

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Prior to publication of any such notice of redemption, the Issuer shall deliver to the I&P Agent a certificate signed by an authorised person of the Issuer showing that the conditions precedent to the right of the Issuer so to redeem have occurred and an opinion of legal advisers of recognised standing to the Issuer in its jurisdiction of incorporation to the effect that the Issuer would be required to make any such withholding or deduction.

Such notice shall be given promptly upon the occurrence of any of the above events.

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6.5 Purchases

The Issuer or any of its Related Entities may at any time purchase PD Debt Instruments, Coupons or Talons (provided that, in the case of interest-bearing Bearer PD Debt Instruments, all unmatured Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) at any price in the open market or otherwise. If the Issuer proposes to purchase PD Debt Instruments by tender, such tender will be made available equally to all PD Debt Instrument Holders. Such PD Debt Instruments may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation. In this Condition 6.5, "**Related Entities**" has the meaning given to that term in the Corporations Act.

6.6 Cancellation

All PD Debt Instruments redeemed or purchased for cancellation by or on behalf of the Issuer, will forthwith be surrendered for cancellation to any Paying Agent (in the case of Bearer PD Debt Instruments) or the Registrar or the Transfer Agent (in the case of Registered PD Debt Instruments which are certificated) and must be surrendered together with, in the case of interest-bearing Bearer PD Debt Instruments, all unmatured Coupons and unexchanged Talons and accordingly may not be reissued or resold. All such PD Debt Instruments will be cancelled forthwith (together with all such Coupons and Talons) and the Issuer's obligations in respect of such PD Debt Instruments shall be discharged upon such cancellation.

6.7 Zero Coupon PD Debt Instruments

In the case of Zero Coupon PD Debt Instruments, the Early Redemption Amount will be an amount ("**Amortised Face Amount**") equal to the sum of:

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- (a) the Reference Price (as specified in the relevant Final Terms); and
- (b) the product of the Accrual Yield (as specified in the relevant Final Terms) (compounded annually) being applied to the Reference Price (as specified in the relevant Final Terms) from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such PD Debt Instrument becomes due and repayable.

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Where such calculation is to be made for a period which is not a whole number of years, it shall be made on the basis of a 360-day year consisting of 12 months of 30 days each or such other Day Count Fraction as may be specified in the relevant Final Terms.

7 Payments

7.1 Payments - Bearer PD Debt Instruments

7.1.1 *Payment of amounts other than interest*

Payment of amounts (other than interest) due in respect of Bearer PD Debt Instruments (other than definitive Bearer PD Debt Instruments held through the CMU Service ("**CMU PD Debt Instruments**")) will be made against presentation and surrender of the PD Debt Instrument, at the specified office of any Paying Agent.

7.1.2 *Payment of amounts in respect of interest on Bearer PD Debt Instruments*

Payment of amounts due in respect of interest on Bearer PD Debt Instruments (other than CMU PD Debt Instruments) will be made:

- (a) in the case of a PD Debt Instrument without Coupons attached thereto at the time of its initial delivery, against presentation of the relevant PD Debt Instrument at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States; and
- (b) in the case of a PD Debt Instrument delivered with Coupons attached thereto at the time of its initial delivery, against presentation and surrender of the relevant Coupon or, in the case of interest due otherwise than on a scheduled Interest Payment Date, against presentation of the relevant Bearer PD Debt Instrument, in either case at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States.

7.1.3 *Payment of amounts in respect of CMU PD Debt Instruments*

In the case of CMU PD Debt Instruments, payment will be made to the person for whose account interests in the relevant definitive Bearer PD Debt Instrument are credited as being held through the CMU Service in accordance with the CMU Rules at the relevant time as notified to the CMU Lodging Agent by the CMU Service in a relevant CMU Instrument Position Report or any relevant notification by the CMU Service, which notification, in either case, shall be conclusive evidence of the records of the CMU Service as to the identity of any accountholder and the principal amount of any PD Debt Instrument credited to its account (save in the case of manifest error) and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment.

7.1.4 *Payment at specified office in the United States*

Except as provided below, payment of amounts due in respect of interest on Bearer PD Debt Instruments and exchanges of Talons for Coupon sheets in accordance with Condition 7.1.5 will not be made at any specified office of any Paying Agent in the United States. Notwithstanding the foregoing, if any amount of principal and/or interest in respect of this PD Debt Instrument is payable in U.S. Dollars, such U.S. Dollar payments of principal and/or interest in respect of this PD Debt Instrument will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and interest on the PD Debt Instruments in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

If paragraphs (a) and (b) apply, the Issuer shall forthwith appoint a Paying Agent with a specified office in New York City.

7.1.5 *Unmatured Coupons and unexchanged Talons*

Each Bearer PD Debt Instrument initially delivered with Coupons attached thereto should be presented and surrendered for final redemption together with all unexpired Coupons and Talons appertaining thereto (if any), failing which:

- (a) in the case of Bearer PD Debt Instruments which are Fixed Rate PD Debt Instruments, the amount of any missing unexpired Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing unexpired Coupon which the redemption amount paid bears to the total redemption amount due) (excluding, for this purpose, but without prejudice to paragraph (c) below, Talons) will be deducted from the amount otherwise payable on such final redemption. The amount so deducted will be paid against surrender of the relevant Coupon at the specified office of the I&P Agent at any time within five years of the Relevant Date applicable to payment of such final redemption amount. The “**Relevant Date**” is the earlier of:
 - (i) the date on which all amounts due in respect of the PD Debt Instrument have been paid; and
 - (ii) the date on which the full amount of the moneys payable has been received by the I&P Agent, in the case of a Bearer PD Debt Instrument, or the Registrar, in the case of a Registered PD Debt Instrument, and notice to that effect has been given to the PD Debt Instrument Holders in accordance with Condition 18;
- (b) in the case of Bearer PD Debt Instruments which are Floating Rate PD Debt Instruments all unexpired Coupons (excluding, for this purpose, but without prejudice to paragraph (c) below, Talons) relating to such Bearer PD Debt Instruments (whether or not attached) shall become void and no payment shall be made thereafter in respect of them;

- (c) in the case of Bearer PD Debt Instruments initially delivered with Talons attached thereto, all unmatured Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them; and
- (d) in the case of Bearer PD Debt Instruments which bear interest at a floating rate or rates, or where such a Bearer PD Debt Instrument is presented for redemption without all unmatured Coupons and any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

The provisions of paragraph (a) of this Condition 7.1.5 notwithstanding, if any Bearer PD Debt Instruments are issued with a Maturity Date and a fixed rate or fixed rates of interest such that on the presentation for payment of any such Bearer PD Debt Instrument without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (a) to be deducted would be greater than the amount otherwise due for payment, then, upon the due date for redemption of any such Bearer PD Debt Instrument, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (a) in respect of such Coupons as have not so become void, the amount required by paragraph (a) to be deducted would not be greater than the amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Bearer PD Debt Instrument to become void, the I&P Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

7.1.6 *Exchange of Talons*

In relation to Bearer PD Debt Instruments initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 10 below. Each Talon shall, for the purpose of these Conditions, be deemed to mature on the due date for payment of interest on which the final Coupon comprised in the relative Coupon sheet matures.

7.1.7 *United States*

For the purpose of these Conditions, “**United States**” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

7.1.8 *Payment Business Day*

If the due date for payment of an amount in respect of a Bearer PD Debt Instrument is not a Payment Business Day (as defined in Condition 7.4), then the PD Debt Instrument Holder will not be entitled to payment of such amount until the next day which is a Payment Business Day (as defined in Condition 7.4) and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue as provided in Condition 5.5(d).

7.2 Payments - Registered PD Debt Instruments

7.2.1 *Payment of principal in respect of Registered PD Debt Instruments*

Payment of principal (which for this purpose shall include any final redemption amount) due in respect of Registered PD Debt Instruments will be made to the PD Debt Instrument Holder (or, in the case of joint PD Debt Instrument Holders, the first named) as appearing in the Register as at opening of business (local time in the place of the specified office of the Registrar or the specified office of the Transfer Agent) on the fifteenth (eighth, if the specified office of the Registrar or the specified office of the Transfer Agent is located in Sydney or Melbourne) Relevant Banking Day before the due date for such payment and (if in certificated form) against presentation and, save in the case of partial payment of the amount due upon final redemption by reason of insufficiency of funds, surrender of the relevant Certificate at the specified office of the Registrar or the specified office of the Transfer Agent.

7.2.2 *Payment of interest in respect of Registered PD Debt Instruments*

Payment of interest due in respect of Registered PD Debt Instruments will be paid to the PD Debt Instrument Holder (or, in the case of joint PD Debt Instrument Holders, the first named) as appearing in the Register as at opening of business (local time in the place of the specified office of the Registrar or the specified office of the Transfer Agent) on the fifteenth (seventh, if the specified office of the Registrar or the specified office of the Transfer Agent is located in Sydney or Melbourne) Relevant Banking Day before the due date for such payment ("**Record Date**").

"**Relevant Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar and the specified office of the Transfer Agent is located.

7.2.3 *Payment in respect of Registered PD Debt Instruments held through the CMU Service*

In the case of Registered PD Debt Instruments held through the CMU Service, payment will be made to the person for whose account interests in the relevant Registered PD Debt Instrument are credited as being held through the CMU Service in accordance with the CMU Rules at the relevant time as notified to the CMU Lodging Agent by the CMU Service in a relevant CMU Instrument Position Report or any relevant notification by the CMU Service, which notification, in either case, shall be conclusive evidence of the records of the CMU Service as to the identity of any accountholder and the principal amount of any PD Debt Instrument credited to its account (save in the case of manifest error) and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment.

7.2.4 *Manner of payments pursuant to Condition 7.2.2*

Notwithstanding the provisions of Condition 7.4, payments in respect of Registered PD Debt Instruments pursuant to Condition 7.2.2 will be made by cheque and posted to the address (as recorded in the Register) of the PD Debt Instrument Holder (or, in the case of joint PD Debt Instrument Holders, the first-named) on the relevant due date for payment unless prior to the relevant Record Date the PD Debt Instrument Holder (or, in the case of joint PD Debt Instrument Holders, the first-named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account in the relevant currency.

7.3 Payment due on a non-Payment Business Day

If the due date for payment of the final redemption amount or interest due in respect of any Registered PD Debt Instrument is not a Payment Business Day (as defined in Condition 7.4), then the PD Debt Instrument Holder of such Registered PD Debt Instrument will not be entitled to payment thereof until the next day which is a Payment Business Day and no further payment on account of principal or interest or otherwise shall be due in respect of such postponed payment

unless there is a subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue as provided in Condition 5.5(d).

7.4 Payments - general provisions

Subject to Condition 7.2.4, payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of PD Debt Instruments will be made as follows:

- (a) payments in a Specified Currency other than Euro or Renminbi will be made by transfer to an account in the relevant Specified Currency (which, in the case of a payment in Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or by a cheque in such Specified Currency drawn on, a bank (which, in the case of a payment in Yen to a non-resident of Japan, shall be an authorised foreign exchange bank) in the principal financial centre of the country of such Specified Currency, provided however that no payment may be made by transfer of funds to an account maintained in the United States or by cheque mailed to an address in the United States;
- (b) payments in Renminbi will be made by transfer to a Renminbi bank account maintained in Hong Kong by or on behalf of a payee with a bank; and
- (c) payments in respect of definitive PD Debt Instruments in Euro will be made by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee or at the option of the payee, by a Euro cheque.

Payments will, without prejudice to the provisions of Condition 8, be subject in all cases to any applicable fiscal or other laws, regulations and directives and the administrative practices and procedures of fiscal and other authorities in relation to tax, anti-money laundering and other requirements which may apply to payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of PD Debt Instruments. In particular, if any withholding or deduction is required under the Foreign Account Tax Compliance Act provisions, sections 1471 through to 1474 of the US Internal Revenue Code of 1986, and any regulations or official interpretations issued, agreements entered into or any law implementing an international intergovernmental approach with respect thereto (“**FATCA**”), or is required pursuant to any taxing authority of the United States or any political subdivision thereof, in the case of any Registered PD Debt Instrument that may give rise to US Source Interest (as defined in Condition 8) the Issuer will not be required to pay any additional amount under Condition 8 on account of such withholding or deduction. No commission or expenses shall be charged to the PD Debt Instrument Holders or Couponholders (if any) in respect of such payments. For the avoidance of doubt, the provisions of Condition 8 in relation to the payment of Additional Amounts (as defined in Condition 8) only apply in respect of withholdings or deductions of Taxes (as defined in Condition 8) required by law and imposed or levied by or on behalf of Australia or Victoria or any political subdivision thereof or any authority therein or thereof having power to tax or, in the case of PD Debt Instruments issued by the Issuer acting through an establishment located outside Australia, Taxes imposed or levied by or on behalf of the country in which such establishment is located or any political subdivision thereof or any authority therein or thereof having power to tax and the provisions of Condition 8 do not apply to withholding or deductions made for or on account of FATCA.

In these Conditions, “**Payment Business Day**” means any day which is both:

- (i) a day on which commercial banks and foreign exchange markets settle payments in the relevant place of presentation and (in the case of a payment in Euro) on which banks are open for business and carrying out transactions in Euro in the jurisdiction in which the Euro account specified by the payee is located; and
- (ii) a Business Day (as defined in Condition 5.7).

7.5 Interpretation of Principal and Interest

Any reference in these Conditions to principal in respect of the PD Debt Instruments shall be deemed to include, as applicable:

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- (a) any Additional Amounts which may be payable with respect to principal under Condition 8;
- (b) the Maturity Redemption Amount of the PD Debt Instruments;
- (c) the Early Redemption Amount (Call) of the PD Debt Instruments;
- (d) the Early Redemption Amount (Put) of the PD Debt Instruments;
- (e) the Early Redemption Amount (Tax) of the PD Debt Instruments;
- (f) the Early Redemption Amount (Default) of the PD Debt Instruments;
- (g) in relation to Zero Coupon PD Debt Instruments, the Amortised Face Amount; and
- (h) any premium and any other amounts which may be payable by the Issuer under or in respect of the PD Debt Instruments.

Any reference in these Conditions to interest in respect of the PD Debt Instruments shall be deemed to include, as applicable, any Additional Amounts which may be payable with respect to interest under Condition 8.

8 Taxation

All payments by the Issuer (in respect of principal, redemption amount or interest) in respect of the PD Debt Instruments or Coupons will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of Australia or Victoria or any political subdivision thereof or any authority therein or thereof having power to tax or, in the case of PD Debt Instruments issued by the Issuer acting through an establishment located outside Australia, Taxes imposed or levied by or on behalf of the country in which such establishment is located or any political subdivision thereof or any authority therein or thereof having power to tax, or in the case of Registered PD Debt Instruments that may give rise to US Source Interest (as defined below), Taxes imposed or levied by or on behalf of the United States or any political subdivision thereof or any authority therein or thereof having the power to tax, unless in each case such withholding or deduction of such Taxes is required by law or made for or on account of FATCA. In that event, the Issuer will pay such additional amounts ("**Additional Amounts**") as may be necessary in order that the net amounts received by the PD Debt Instrument Holders and Couponholders after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in respect of the PD Debt Instruments or, as the case may be, Coupons in the absence of such withholding or deduction; except that no Additional Amounts are payable in relation to any payment in respect of any PD Debt Instrument or Coupon:

- (a) to, or to a third party on behalf of, a PD Debt Instrument Holder who is liable to such Taxes in respect of such PD Debt Instrument or Coupon by reason of his having some connection with Australia or Victoria or the country in which such establishment is located other than the mere holding of such PD Debt Instrument or Coupon or receipt of principal or interest in respect thereof or who could have lawfully avoided (but has not so avoided) such liability by providing or procuring that any third party provides the PD Debt Instrument Holder's TFN and/or ABN or evidence that the PD Debt Instrument Holder is not required to provide a TFN and/or ABN to the Issuer or, in the case of PD Debt

Instruments issued by the Issuer acting through an establishment located outside Australia, satisfies similar requirements or otherwise provides details of the PD Debt Instrument Holder's name and address to the Issuer;

- (b) to, or to a third party on behalf of, a PD Debt Instrument Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the PD Debt Instrument is presented for payment;
- (c) where the PD Debt Instrument or Coupon is presented for payment more than 30 days after the Relevant Date except to the extent that a PD Debt Instrument Holder would have been entitled to Additional Amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Business Day;
- (d) to, or to a third party on behalf of, a PD Debt Instrument Holder who is liable to the Taxes in respect of the PD Debt Instrument or Coupon by reason of the PD Debt Instrument Holder being an associate of the Issuer for the purposes of section 128F(9) of the Income Tax Assessment Act 1936 of Australia (as amended) ("**Australian Tax Act**");
- (e) in a case where the Issuer receives a notice or direction under section 260-5 of Schedule 1 to the Taxation Administration Act 1953 of Australia, section 255 of the Australian Tax Act or any analogous provisions, any amounts paid or deducted from sums payable to a PD Debt Instrument Holder by the Issuer in compliance with such notice or direction on account of any Taxes or charges payable by the Issuer;
- (f) where such withholding or deduction is due to Taxes imposed or levied by, or on behalf of, the United States, or any political subdivision thereof or any authority therein or thereof having power to tax under the United States; or
- (g) where such withholding or deduction is made for, or on account of, FATCA (as withheld or deducted by the Issuer, an Agent or any other party).

"**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the I&P Agent on or before the due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the PD Debt Instrument Holders in accordance with Condition 18.

"**US Source Interest**" means interest, as defined under U.S. tax principles (including original issue discount) paid on Registered PD Debt Instruments which may be treated as interest paid by a U.S. trade or business for U.S. federal income tax purposes.

9 Events of Default

If any of the events of default specified below occur, then by notice to the Issuer at the specified office of the I&P Agent, effective upon receipt of such notice by the I&P Agent, (1) in the case of the event of default specified in paragraphs (a), (d), (e), (f), (g) or (h) any holder of PD Debt Instruments may declare that all the PD Debt Instruments held by that PD Debt Instrument Holder are immediately due and repayable, or (2) in any case, holders of not less than 25% of the outstanding PD Debt Instruments of a Series may declare that all the PD Debt Instruments of that Series are immediately due and repayable. The events of default in respect of the PD Debt Instruments are:

- (a) **(non-payment)** the Issuer fails to pay any principal or any interest in respect of the PD Debt Instruments or the relevant Series or any of them within 14 days of the relevant due date; or
- (b) **(other obligations)** the Issuer defaults in performance or observance of or compliance with any of its other obligations set out in the PD Debt Instruments which default is incapable of remedy or, if capable of remedy, is not remedied within 21 Business Days after notice requiring such default to be remedied shall have been given to the Issuer by the PD Debt Instrument Holder; or
- (c) **(illegality)** it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under the PD Debt Instruments or the Agency Agreement; or
- (d) **(winding-up)** an application (other than a frivolous or vexatious application or an application which is discharged or stayed within 21 Business Days) or an order is made for the winding-up of the Issuer or a resolution is passed for the winding-up of the Issuer other than for the purposes of a solvent reconstruction or amalgamation; or
- (e) **(receiver)** a receiver, receiver and manager, administrator, liquidator, official manager, trustee or similar officer is appointed in respect of all or any part of the assets of the Issuer and such appointment is not terminated within 21 Business Days; or
- (f) **(cessation of business)** the Issuer ceases or threatens to cease to carry on its business or ceases or threatens to cease payment of its debts generally; or
- (g) **(insolvency)** the Issuer is unable to pay its debts when they fall due or is deemed unable to pay its debts under any applicable legislation (other than as the result of a failure to pay a debt or claim which is the subject of a good faith dispute); or
- (h) **(arrangement or composition)** the Issuer makes or enters into (i) a readjustment or rescheduling of its indebtedness with creditors generally or (ii) an assignment for the benefit of, or an arrangement or composition with, its creditors generally, in each case, other than for the purposes of a reconstruction, amalgamation, reorganisation or merger where the Issuer is solvent.

Upon any such notice being given to the Issuer, such PD Debt Instrument shall immediately become due and payable at its Early Redemption Amount (Default) (as specified in the Final Terms).

10 Prescription

Claims against the Issuer for payment in respect of the PD Debt Instruments or Coupons (which, for this purpose, shall not include Talons) will be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date.

11 Replacement of PD Debt Instruments, Coupons and Talons

Should any PD Debt Instrument, Coupon, Talon or Certificate be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of any Paying Agent (in the case of Bearer PD Debt Instruments, Coupons and Talons) or the Registrar (in the case of Registered PD Debt Instruments in certified form), subject to all applicable laws, upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence, security, indemnity and otherwise as the Issuer or the I&P Agent may require. Mutilated or defaced PD Debt Instruments, Coupons or Talons must be surrendered before replacements will be issued.

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12 Currency Indemnity

The Specified Currency is, unless otherwise specified in the relevant Final Terms, the sole currency of account and payment for all sums payable by the Issuer in respect of the PD Debt Instruments, including damages. Any amount received or recovered in a currency other than the Specified Currency (whether as a result of, or on the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any PD Debt Instrument Holder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the Specified Currency which such PD Debt Instrument Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Specified Currency expressed to be due to any PD Debt Instrument Holder in respect of such PD Debt Instrument the Issuer shall indemnify each such PD Debt Instrument Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any PD Debt Instrument Holder and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the PD Debt Instruments or any judgment or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the relevant PD Debt Instrument Holder and no proof or evidence of any actual loss will be required by the Issuer.

13 Further Issues

The Issuer may from time to time without the consent of the PD Debt Instrument Holders (or any of them) create and issue further PD Debt Instruments forming a single Series with any existing PD Debt Instruments either having the same terms and conditions as such PD Debt Instruments in all respects or in all respects except in connection with the Issue Date, Interest Commencement Date and the amount of the first payment of interest (if any) and so that the same shall be consolidated and form a single Series with the outstanding PD Debt Instruments.

14 Agents

The Agents and their initial specified offices are as set out in the Base Prospectus. The Issuer reserves the right at any time to terminate the appointment of any Agent or to appoint additional or other Agents, provided that it will maintain:

- (a) an I&P Agent;
- (b) for so long as any PD Debt Instruments are admitted to the Official List of the Financial Conduct Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 and to trading on the Market and admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system, maintain a Paying Agent in London and/or such other place as may be required by such listing authority, stock exchange and/or quotation system;
- (c) for so long as any Registered PD Debt Instruments are listed on the London Stock Exchange, a Transfer Agent in London; and
- (d) a Registrar maintaining the Register in such city as is specified in the relevant Final Terms.

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the PD Debt Instrument Holders in accordance with Condition 18.

15 Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the I&P Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the PD Debt Instrument to which it appertains) a further Talon, subject to the provisions of Condition 10. Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the Coupon sheet in which that Talon was included on issue matures.

16 Modification and waiver**16.1 Meetings of PD Debt Instrument Holders**

The Agency Agreement contains provisions for convening meetings of the PD Debt Instrument Holders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of any of these Conditions or any of the provisions of the Agency Agreement. The quorum at any meeting for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate at least 51% in principal amount of the PD Debt Instruments for the time being outstanding except that at any meeting the business of which includes the modification of certain of these Conditions the necessary quorum for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate at least 75% in principal amount of the PD Debt Instruments for the time being outstanding, or at any adjourned meeting two or more persons present whatever the principal amount of the PD Debt Instruments held or represented by them, except that at any adjourned meeting, the business of which includes the modification of certain of these Conditions, the necessary quorum for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate not less than 51% of the principal amount of the PD Debt Instruments for the time being outstanding. An Extraordinary Resolution passed at any meeting of the PD Debt Instrument Holders will be binding on all PD Debt Instrument Holders, whether or not they are present at the meeting, and on all Couponholders.

16.2 Modification and Waiver

The Issuer may, without the consent of the PD Debt Instrument Holders or Couponholders, make any modification of any of these Conditions or any of the provisions of the Agency Agreement which is not materially prejudicial to the interests of the PD Debt Instrument Holders or to any modification which is of a formal, minor or technical nature or to correct a manifest error.

16.3 Notification

Any modification, waiver or authorisation shall be binding on the PD Debt Instrument Holders and the Couponholders and any modification shall be notified by the Issuer to the PD Debt Instrument Holders as soon as practicable thereafter in accordance with Condition 18.

17 Substitution**17.1 Substitution**

The Issuer may, without the consent of the relevant PD Debt Instrument Holders, substitute any of the Issuer's wholly-owned Subsidiaries for the Issuer as the principal debtor in respect of all obligations arising from or in connection with the relevant PD Debt Instruments ("**Relevant PD Debt Instruments**") ("**Substituted Issuer**"). The Issuer may only do this if:

- (a) the Substituted Issuer assumes all of the obligations of the Issuer under the Relevant PD Debt Instruments and (if applicable) the Agency Agreement and the Master Deed of Covenant;
- (b) the Issuer unconditionally and irrevocably guarantees the obligations to be assumed by the Substituted Issuer;
- (c) the Substituted Issuer has obtained all necessary authorisations to assume such obligations;
- (d) the Substituted Issuer has, if necessary, appointed an agent for the service of process in New South Wales or England (as the case may be);
- (e) there have been delivered to the I&P Agent opinions of lawyers of recognised standing in:
 - (i) New South Wales and Australia or England (as the case may be); and
 - (ii) the place of incorporation of the Substituted Issuer,
 which are collectively to the effect that:
 - (iii) the matters referred to in paragraphs (a), (b) and (c) above have been satisfied;
 - (iv) the Substituted Issuer is validly existing;
 - (v) the obligations assumed by the Substituted Issuer are valid and binding on it;
 - (vi) the substitution is not in breach of any law or regulation or the constitution of the Substituted Issuer; and
 - (vii) the choice of governing law and submission to jurisdiction are valid; and
- (f) the Relevant PD Debt Instruments continue to have a credit rating from at least one internationally recognised rating agency at least equal to the relevant rating from that rating agency immediately prior to the substitution.

17.2 Notice

The Substituted Issuer must give notice of any substitution made under this Condition 17 to the relevant PD Debt Instrument Holders in accordance with Condition 18. The notice must provide the contact details of the Substituted Issuer for the purposes of receiving notices under Condition 18.

17.3 Effective Date

A substitution under this Condition 17 takes effect on and from the date specified in the notice given under Condition 17.2 ("**Effective Date**"), which must be a date not earlier than the date on which the notice is given.

17.4 Effect of substitution

On, and with effect from, the Effective Date:

- (a) the Substituted Issuer shall assume all of the obligations of the Issuer with respect to the Relevant PD Debt Instruments (whether accrued before or after the Effective Date);
- (b) the Issuer shall be released from all of its obligations as principal debtor under the Relevant PD Debt Instruments; and

- (c) any reference in the Conditions of the Relevant PD Debt Instruments to:
 - (i) the Issuer shall from then on be deemed to refer to the Substituted Issuer; and
 - (ii) the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for tax purposes of the Substituted Issuer.

17.5 No regard to consequences of substitution

In connection with any substitution effected pursuant to this Condition 17, neither the Issuer nor any Substituted Issuer need have any regard to the consequences of any such substitution for individual PD Debt Instrument Holders resulting from their being for any purpose domiciled or resident in, or otherwise connected with or subject to the jurisdiction of, any particular territory and no PD Debt Instrument Holder shall be entitled to claim from the Issuer or any Substituted Issuer under the PD Debt Instruments any indemnification or payment in respect of any tax or other consequences arising from such substitution.

18 Notices

18.1 Bearer PD Debt Instruments

Subject to Conditions 18.3 and 18.4, all notices regarding Bearer PD Debt Instruments shall be published in a leading English language daily newspaper of general circulation in the place specified in the relevant Final Terms. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all the required newspapers.

Couponholders shall be deemed for all purposes to have notice of any notice given to PD Debt Instrument Holders in accordance with this Condition.

Notices to be given by any Bearer PD Debt Instrument Holder shall be in writing and given by lodging the same, together with the relative Bearer PD Debt Instrument or Bearer PD Debt Instruments with the Issuer.

18.2 Registered PD Debt Instruments

Subject to Conditions 18.3 and 18.4, all notices regarding the Registered PD Debt Instruments will be valid if sent by first class mail (or equivalent) or (if posted to an overseas address) by air mail to the Registered PD Debt Instrument Holder (or, in the case of joint PD Debt Instrument Holders, to the first-named in the Register) at their respective addresses as recorded in the Register, and will be deemed to have been validly given on the fourth day after the date of such mailing or, if posted from another country, on the fifth such day.

Notices to be given by any Registered PD Debt Instrument Holder shall be in writing and given by lodging the same, together with the relative Registered PD Debt Instrument or Registered PD Debt Instruments with the Issuer and (if certificated) with the Registrar.

18.3 Listed PD Debt Instruments

So long as the PD Debt Instruments are listed on a stock exchange, notices shall be published in accordance with the rules of that stock exchange (and without need for publication of any such notice as required under Condition 18.1 or Condition 18.2). If, and for so long as the PD Debt Instruments are listed on the Official List and admitted to trading on the Market, notices may be published via the Regulatory News Service of the London Stock Exchange at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html rather

than publication as required under Condition 18.1 and Condition 18.2. Any such notice will be deemed to have been given on the date of the first publication.

18.4 Global Debt Instruments

So long as the PD Debt Instruments are represented by a Global Debt Instrument and the Global Debt Instrument is held on behalf of:

- (a) Euroclear and Clearstream, Luxembourg or any other clearing system), all notices regarding the PD Debt Instrument may be given to Euroclear, Clearstream, Luxembourg or such other clearing system, as the case may be, or otherwise to the holder of the Global Debt Instrument; or
- (b) the CMU Service, all notices regarding the PD Debt Instrument may be given to the persons shown in a CMU Instrument Position Report issued by the CMU Service on the second business day preceding the date of dispatch of such notice as holding interests in this Global Debt Instrument,

(in each case, without need for publication of any such notice as required under Condition 18.1 or Condition 18.2 (as applicable)). Any such notice will be deemed to have been given on the date on which the notice was given.

19 Governing law and jurisdiction

19.1 Governing law

The Agency Agreement is governed by, and shall be construed in accordance with, New South Wales law.

The PD Debt Instruments and the Coupons are governed by, and shall be construed in accordance with, the laws of New South Wales or English law, as specified in the relevant Final Terms.

19.2 Jurisdiction of the courts of New South Wales

If the relevant Final Terms specify that the PD Debt Instruments and Coupons are governed by, and construed in accordance with, New South Wales law, this Condition 19.2 applies.

The courts of New South Wales are to have jurisdiction to settle any disputes which may arise out of or in connection with the PD Debt Instruments and accordingly any legal action or proceedings arising out of or in connection with the PD Debt Instruments ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each PD Debt Instrument Holder and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

19.3 Jurisdiction of the courts of England

If the relevant Final Terms specify that the PD Debt Instruments and Coupons (and any non-contractual obligations arising out of or in connection therewith) are governed by, and construed in accordance with, English law, this Condition 19.3 applies.

- (a) The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with (including any non-contractual obligations arising out of or in connection therewith) the PD Debt Instruments and accordingly any legal action or

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proceedings arising out of or in connection with the PD Debt Instruments ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each PD Debt Instrument Holder and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

- (b) The Issuer irrevocably appoints Macquarie Bank Limited, London Branch whose registered office is currently at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD, United Kingdom as its agent in England to receive service of process in any Proceedings in England based on the PD Debt Instruments. If for any reason the Issuer does not have such an agent in England, it will promptly appoint a substitute process agent and notify the PD Debt Instrument Holders of such appointment in accordance with Condition 18. Nothing herein shall affect the right to serve process in any other manner permitted by law.

4. Form of PD Debt Instruments

The following provides a description of the forms of PD Debt Instruments that may be issued by the Issuer under the Programme, briefly sets out certain information relating to clearing systems and settlement of PD Debt Instruments and a summary of certain terms which apply to the PD Debt Instruments while they are held in global form by the clearing systems, some of which include minor and/or technical modifications to the terms and conditions of the PD Debt Instruments set out in this Base Prospectus.

Each Tranche of PD Debt Instruments will be represented upon issue by:

- (a) if such PD Debt Instruments are in bearer form or if definitive PD Debt Instruments are to be made available to PD Debt Instrument Holders, a temporary global debt instrument in bearer form without coupons or talons ("**Temporary Global PD Debt Instrument**") which will be deposited:
 - (i) in the case of a Tranche intended to be cleared through Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") and/or another clearing system on the Issue Date, with a depositary or common depositary ("**Common Depositary**") on behalf of Euroclear and/or Clearstream, Luxembourg and/or another clearing system;
 - (ii) in the case of a Tranche intended to be cleared through the Central Moneymarkets Unit Service ("**CMU Service**") on the Issue Date, with a sub-custodian for the CMU Service; or
 - (iii) in the case of a Tranche intended to be cleared through a clearing system other than Euroclear or Clearstream, Luxembourg or the CMU Service, as agreed between MGL and the relevant Dealer(s),

and will be exchangeable as set out below; or
- (b) PD Debt Instruments in registered form.

Tranches of PD Debt Instruments within a particular Series may have various issue dates, issue prices and interest commencement dates and, in respect of the first interest payment (if any), different interest payment amounts, but will otherwise be issued on identical terms and conditions. Subject to the following provisions of this paragraph, the PD Debt Instruments of each Series are intended to be fungible with all other PD Debt Instruments of that Series. However, in certain circumstances, PD Debt Instruments of a particular Tranche may not be nor become fungible with PD Debt Instruments of any other Tranche or Tranches forming part of the same Series until a specified time following the issue thereof, all as described in the relevant Final Terms (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s).

PD Debt Instruments in bearer form are exchangeable for PD Debt Instruments in registered form but PD Debt Instruments in registered form are not exchangeable for PD Debt Instruments in bearer form.

Where PD Debt Instruments in registered form are to be issued in respect of a particular Tranche, no certificate or other evidence of title will be issued unless MGL determines that certificates should be available or it is required to do so pursuant to any applicable law or regulation. PD Debt Instruments in registered form which are held (i) in Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system will be registered in the name of a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, or (ii) through the CMU

Service will be registered in the name of a nominee for the Hong Kong Monetary Authority, in its capacity as operator of the CMU Service.

No interest is payable in respect of a Temporary Global PD Debt Instrument, except as provided below. Upon deposit of a Temporary Global PD Debt Instrument or a permanent global debt instrument in bearer form ("**Permanent Global PD Debt Instrument**") (each a "**Global PD Debt Instrument**") with the Common Depositary or, in the case of PD Debt Instruments cleared through the CMU Service, with a sub-custodian for the CMU Service, Euroclear or Clearstream, Luxembourg (or any other relevant clearing system) or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Service, will credit each subscriber with a principal amount of PD Debt Instruments equal to the principal amount thereof for which it has subscribed and paid.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg or the CMU Service (and/or any other relevant clearing system) as the holder of a PD Debt Instrument represented by a Global PD Debt Instrument must look solely to Euroclear or Clearstream, Luxembourg or the CMU Service (and/or any other relevant clearing system) (as the case may be) for its share of each payment made by MGL to the bearer of such Global PD Debt Instrument and in relation to all other rights arising under the Global PD Debt Instruments, subject to and in accordance with the respective rules and procedures of Euroclear and/or Clearstream, Luxembourg or the CMU Service (and/or any other relevant clearing system). Such persons shall have no claim directly against MGL in respect of payments due on the PD Debt Instruments for so long as the PD Debt Instruments are represented by such Global PD Debt Instrument and such obligations of MGL will be discharged by payment to the bearer of such Global PD Debt Instrument in respect of the amount so paid. The Global PD Debt Instruments contain provisions which apply to the PD Debt Instruments while they are in global form, some of which modify the effect of the terms and conditions of the PD Debt Instruments set out in this Base Prospectus. The following is a summary of certain of those provisions.

1 Exchange

Each Temporary Global PD Debt Instrument is exchangeable (at the cost and expense of MGL) on or after its Exchange Date (as defined below) for a Permanent Global PD Debt Instrument, Bearer PD Debt Instruments in definitive form ("**Definitive PD Debt Instruments**") or for Registered PD Debt Instruments upon certification as to non-U.S. beneficial ownership in the form set out in the Temporary Global PD Debt Instrument. Each Permanent Global PD Debt Instrument is exchangeable in whole or in part (if so specified in the relevant Permanent Global PD Debt Instrument) at any time for Registered PD Debt Instruments or on or after its Exchange Date in whole but not in part (at the cost and expense of MGL) for the corresponding Definitive PD Debt Instruments as described below at the option and cost and expense of MGL when:

- (a) Euroclear and/or Clearstream, Luxembourg (and/or any other relevant clearing system) and, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Service, is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; and
- (b) in each case:
 - (i) no alternate clearing system succeeds, and performs the obligations under the Global PD Debt Instrument of, the clearing system that is so closed, makes such announcement or permanently ceases business; or
 - (ii) the alternate clearing system is not the holder of the Global PD Debt Instrument; or

- (iii) accountholders with the clearing system that is so closed, makes such announcement or permanently ceases business, and that have an interest in the Global PD Debt Instrument do not agree to become, and do not become, accountholders with the alternate clearing system.

In addition, any PD Debt Instrument Holder may, by a Default Notice (as defined below), require exchange of that part of a Permanent Global PD Debt Instrument representing such PD Debt Instrument Holder's entitlement for Definitive PD Debt Instruments or Registered PD Debt Instruments.

Such exchange shall take place on or after the Exchange Date (as defined below).

"Exchange Date" means:

- (i) in relation to a Temporary Global PD Debt Instrument, the day falling after the expiry of 40 days after the completion of the distribution of the relevant Tranche, as determined and certified to MGL and each Dealer in respect of the relevant Tranche by the I&P Agent (being Citibank, N.A., London Branch or any of its successors in such capacity) or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Lodging Agent (being Citicorp International Limited or any of its successors in such capacity); and
- (ii) in relation to a Permanent Global PD Debt Instrument, a day falling not less than 60 days, or in the case of an exchange for Registered PD Debt Instruments 5 days, or in the case of exchange following the giving of a Default Notice 30 days, after that on which the notice requiring exchange is given by the PD Debt Instrument Holder to the I&P Agent or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Lodging Agent and on which banks are open for business in the cities in which the specified offices of the I&P Agent or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Lodging Agent (and, if applicable, any registrar (the **"Registrar"**)) and the relevant clearing system are located.

In exchange for a Permanent Global PD Debt Instrument, MGL will deliver or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive PD Debt Instruments (and/or, where applicable, Registered PD Debt Instruments) corresponding thereto (having attached to them all Coupons in respect of principal and interest which has not already been paid on such Permanent Global PD Debt Instrument and, where applicable, a Talon), security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the schedule to the Agency Agreement. On exchange in full of the Permanent Global PD Debt Instrument, such Permanent Global PD Debt Instrument will be cancelled.

2 Payments

No interest shall be payable in respect of a Temporary Global PD Debt Instrument unless (a) upon due presentation of a Temporary Global PD Debt Instrument for exchange (including, except in the case of exchange for Registered PD Debt Instruments, certification as to non-U.S. beneficial ownership), delivery of a Permanent Global PD Debt Instrument (or, as the case may be, an interest therein), Definitive PD Debt Instruments or Registered PD Debt Instruments is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date; or (b) the term of the Temporary Global PD Debt Instrument is one year or less.

Any payment due in respect of a Temporary Global PD Debt Instrument or a Permanent Global PD Debt Instrument will be made to each of Euroclear and/or Clearstream, Luxembourg (and/or other relevant clearing system) or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Service, in respect of the portion of the Global PD Debt Instrument held for its

account. Payments of principal and interest in respect of PD Debt Instruments represented by a Permanent Global PD Debt Instrument will be made (a) against presentation for endorsement and (b) if no further payment falls to be made in respect of the PD Debt Instruments represented thereby, surrender of such Permanent Global PD Debt Instrument to, or to the order of, the I&P Agent or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Lodging Agent. A record of each payment so made will be endorsed in the appropriate schedule to the relevant Permanent Global PD Debt Instrument, which endorsement will be prima facie evidence that such payment has been made in respect of the PD Debt Instruments.

3 Notices

So long as the PD Debt Instruments of any Series are represented by a Permanent Global PD Debt Instrument and such Permanent Global PD Debt Instrument is held on behalf of a clearing system, notices to a PD Debt Instrument Holder whose PD Debt Instruments are represented by such Permanent Global PD Debt Instrument may be given by delivery of the relevant notice to that clearing system for communication by it to entitled account holders in substitution for publication as required by the Conditions and, so long as the PD Debt Instruments of any Series are listed on a stock exchange, such notices to PD Debt Instrument Holders shall be published in accordance with the rules of that exchange. If, and for so long as, PD Debt Instruments of a Series are listed on the Official List and admitted to trading on the Market, notices may also be published via the Regulatory News Service of the London Stock Exchange at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html.

4 Prescription

Claims against MGL in respect of principal and interest on the PD Debt Instruments of any Series while such PD Debt Instruments are represented by a Permanent Global PD Debt Instrument will become void unless presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the appropriate due date.

5 Meetings

The holder of a Permanent Global PD Debt Instrument will be treated as being two persons for the purposes of any quorum requirements of a meeting of PD Debt Instrument Holders whose PD Debt Instruments are represented thereby and, at any such meeting, as having one vote in respect of each principal amount of PD Debt Instruments equal to the minimum denomination of the PD Debt Instruments for which such Permanent Global PD Debt Instrument so held may be exchanged.

6 Cancellation

Cancellation of any PD Debt Instrument required by the Conditions to be cancelled following its purchase will be effected by reduction in the principal amount of the relevant Permanent Global PD Debt Instrument.

7 Redemption at the option of the Issuer

The option of MGL provided for in Condition 6.2 shall be exercised by MGL giving notice to the PD Debt Instrument Holders in accordance with paragraph 3 above within the time limits set out in and containing the information required by Condition 6.2. In the case of any partial redemption of any Series, the PD Debt Instruments to be redeemed will be selected in accordance with the rules and procedures of Euroclear, Clearstream, Luxembourg or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Service and/or any other relevant clearing system (as the case may be).

8 Redemption at the option of PD Debt Instrument Holders

The option of the PD Debt Instrument Holders provided for in Condition 6.3 may be exercised by the PD Debt Instrument Holder of the Permanent Global PD Debt Instrument giving notice to the I&P Agent or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Lodging Agent, within the time limits relating to the deposit of PD Debt Instruments with the I&P Agent or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Lodging Agent, substantially in the form of the redemption notice available from the I&P Agent or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Lodging Agent and stating the principal amount of PD Debt Instruments in respect of which the option is exercised and at the same time presenting the Permanent Global PD Debt Instrument to the I&P Agent or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Lodging Agent for notation according to the schedule thereto.

9 Direct Enforcement Rights

The holder of any Global PD Debt Instrument may from time to time exercise the right to declare PD Debt Instruments represented by that Global PD Debt Instrument due and repayable following an event of default in accordance with the Conditions by stating in a notice ("**Default Notice**") given to the I&P Agent or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Lodging Agent, the principal amount of PD Debt Instruments (which may be less than the outstanding principal amount hereof) to which such notice relates.

If principal in respect of any PD Debt Instruments is not paid when due (but subject as provided below), the Holder of the Global PD Debt Instrument may from time to time elect that Direct Rights under the provisions of (and as defined in) a deed of covenant entered into by MGL in respect of those PD Debt Instruments in favour of the Relevant Account Holders (as defined in that deed) ("**Deed of Covenant**") (a copy of which is available for inspection at the specified office of the I&P Agent or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Lodging Agent and which MGL acknowledges to apply to the PD Debt Instruments represented by this Global PD Debt Instrument) shall come into effect in respect of a principal amount of PD Debt Instruments up to the aggregate principal amount in respect of which one or more Default Notices have been given. Upon each such Default Notice being given, the Global PD Debt Instrument shall become void to the extent of the principal amount stated in such Default Notice, save to the extent that the Direct Rights fail to take effect, for whatever reason.

No such election may however be made on or before an Exchange Date unless the PD Debt Instrument Holder elects in such notice that the exchange of the PD Debt Instruments to which such election relates shall no longer take place.

5. Form of Final Terms

This section contains the forms of Final Terms that the Issuer will complete when offering any PD Debt Instruments under the Programme.

[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/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 manufacturer[s/s'] 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 manufacturer[s/s'] 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 should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive 2002/92/EC, 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 Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPS 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.]*

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Cat A

FINAL TERMS DATED [●]

MACQUARIE GROUP LIMITED

(ABN 94 122 169 279)

(incorporated with limited liability in the Commonwealth of Australia)

Issue of

[Currency and Principal Amount of Tranche]

[Type of PD Debt Instruments]

Unsubordinated Debt Instruments due [●]

[Current Programme Limit]

DEBT INSTRUMENT PROGRAMME

* Delete legend if the PD Debt Instruments do not constitute "packaged" products, in which case, insert "Not Applicable" in paragraph 29 of Part A below. Include legend if the PD Debt Instruments may constitute "packaged" products and the Issuer intends to prohibit the PD Debt Instruments being offered, sold or otherwise made available to EEA retail investors. In this case, insert "Applicable" in paragraph 29 of Part A below.

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 [●], which are incorporated by reference into the Base Prospectus dated [●] [and the supplement[s] to such Base Prospectus dated [●] [and [●]] ([together] “**Supplement[s] to the Base Prospectus**”) which [together] constitute[s] 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 [type of PD Debt Instruments / 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].

A13.4.2(i)
Cat B

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 Supplement[s] to the Base Prospectus] [has] [have] been published on the website of the London Stock Exchange in accordance with Article 14 of the Prospectus Directive and [is] [are] available for viewing on the internet site www.macquarie.com/au/about/investors/debt-investors/unsecured-funding 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 Flood, 1 North Wall Quay, Dublin 1, Ireland / the CMU Lodging Agent, Citicorp International Limited at 10/F, Citi Tower, One Bay East, 83 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong].

- | | | | |
|----|-------------------------------------|---|-----------------------|
| 1. | Issuer: | Macquarie Group Limited
(LEI: ACMHD8HWFMFUIQQ8y590) | |
| 2. | (i) Series Number: | [●] | A21 |
| | (ii) Tranche Number: | [●] | A21 |
| | | [The PD Debt Instruments will be consolidated and form a single series with [●] [on the Issue Date / upon exchange of the Temporary Global PD Debt Instrument for interests in the Permanent Global PD Debt Instrument, as referred to in paragraph 22 below, which is expected to occur on or about [●]] | |
| 3. | Specified Currency [or Currencies]: | [●] | A13.4.5
Cat C |
| 4. | Aggregate Nominal Amount: | [●] | A13.4.1
Cat C |
| 5. | Issue Price: | [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]] | A13.4.1
Cat C |
| 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] | A13.4.5
Cat C |
| 7. | (i) Issue/Deposit Date: | [●] | A13.4.13
Cat C |
| | (ii) Interest Commencement Date: | [[●] / Issue Date] | A13.4.8(iii)
Cat C |
| 8. | Maturity Date: | [[●] / Interest Payment Date falling in or nearest to [●]] | A13.4.9(i)
Cat C |

9.	Interest Basis:	[[●]% Fixed Rate] [[LIBOR / EURIBOR / BBSW / BKBW / HIBOR / BA- CDOR / SIBOR] +/- [●]% Floating Rate] [Fixed/Floating Rate] [Zero Coupon]	A13.4.8(ii) Cat C
10.	Default Interest (Condition 5.5(d)):	[[●] / Not Applicable]	A13.4.8(ii) Cat B
11.	Redemption Basis:	[Redemption at par / [●]]	A13.4.9(ii) Cat B
12.	Change of Interest Basis:	[Applicable. [Fixed/Floating Rate Interest Basis.] See paragraph 9 above and paragraph 19 below / Not Applicable]	A13.4.8(ii) Cat B
13.	Put / Call Options:	[Investor Put/ Issuer Call] (see paragraph [19 / 20] below) / Not Applicable]	A13.4.7 Cat B

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

			A13.4.8 Cat C A13.4.8(vii) Cat C
14.	Fixed Rate PD Debt Instrument Provisions:	[Applicable [in respect of the period from, and including [●], to but excluding [●] (see paragraph 18 below)] - See Condition 5.2 / Not Applicable]	
	(i) Interest Rate(s):	[●] per cent. per annum [payable [annually / semi-annually / quarterly / monthly] in arrear]	A13.4.8 Cat C
	(ii) Interest Payment Date(s):	[●] in each year [(adjusted in accordance with the Business Day Convention)] [commencing on [●]]	A13.4.8(iv) Cat C
	(iii) Fixed Coupon Amount:	[●] per [●] in Nominal Amount	A13.4.8(ii) Cat B
	(iv) Broken Amount:	[Initial Broken Amount: [●] / Final Broken Amount: [●] / Not Applicable]	A13.4.8(ii) Cat B
	(v) Day Count Fraction:	[Actual/365] / [Actual/Actual] / [Actual/365 (Fixed)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [30E/360 (ISDA)] / [Australian Bond Basis] / [Actual/Actual-ICMA]	A13.4.8(ii) Cat B
	(vi) Business Day Convention:	[Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention]	A13.4.8(ii) Cat B
	(vii) Interest Determination Dates:	[[●] / [Not Applicable]]	A13.4.8(ii) Cat B
15.	Floating Rate PD Debt Instrument Provisions:	[Applicable [in respect of the period from, and including [●], to but excluding [●] (see paragraph 18 below)] - see Condition 5.3 / Not Applicable]	A13.4.8(ii) Cat B
	(i) Interest Periods:	[●]	A13.4.8(ii) Cat B
	(ii) Interest Payment Date(s):	[●]	A13.4.8(ii) Cat B

(iii)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention]	A13.4.8(ii) Cat B
(iv)	Relevant Financial Centre(s):	[London / Brussels / Sydney / Auckland and Wellington / Hong Kong / Toronto / Singapore]	A13.4.8(ii) Cat B
(v)	Manner in which the Interest Rate(s) are to be determined:	[ISDA Determination / Screen Rate Determination / BBSW Rate Determination]	A13.4.8(ii) Cat B
(vi)	Party responsible for calculating the Interest Rate(s) and Interest Amount(s):	Calculation Agent: [●]	A13.4.8(xi) Cat C
(vii)	ISDA Determination:	[Applicable / Not Applicable]	A13.4.8(ii) Cat B
	- [Floating Rate Option:]	[●]	A13.4.8(vii) Cat C
	- [Designated Maturity:]	[●]	A13.4.8(vii) Cat C
	- [Reset Date:]	[●]	A13.4.8(vii) Cat C
(viii)	Screen Rate Determination:	[Applicable / Not Applicable]	A13.4.8(ii) Cat B
	- [Reference Rate:]	[LIBOR / EURIBOR / BBSW / BKBM / HIBOR / BA-CDOR / SIBOR]	A13.4.8(viii) Cat B
	- [Interest Determination Date(s):]	[●]	A13.4.8(vii) Cat C
	- [Relevant Screen Page:]	[●]	A13.4.8(vii) Cat C
	- [Relevant Time:]	[●]	A13.4.8(vii) Cat C
	- [Reference Banks:]	[●]	A13.4.8(vii) Cat C
	- [Principal Financial Centre:]	[[●] / Condition [5.3(b)(i) / 5.3(b)(ii)] will apply]	A13.4.8(ii) Cat C
(ix)	Margin:	[+/-] [●]	A13.4.8(i) Cat C
(x)	Minimum Interest Rate:	[●]	A13.4.8(i) Cat C
(xi)	Maximum Interest Rate:	[●]	A13.4.8(i) Cat C
(xii)	Day Count Fraction:	[Actual/365] / [Actual/Actual] / [Actual/365 (Fixed)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [30E/360 (ISDA)] / [Australian Bond Basis] / [Actual/Actual-ICMA]	A13.4.8(ii) Cat B
(xiii)	Fallback Interest Rate:	[●]	A13.4.8 Cat C
(xiv)	Representative Amount:	[●]	A13.4.8(vii) Cat C

16.	Zero Coupon PD Debt Instrument Provisions:	[Applicable / Not Applicable]	A13.4.8(ii) Cat B
	(i) Accrual Yield:	[Not Applicable / [●] per cent. per annum]	A13.4.8(ii) Cat B
	(ii) Amortisation Yield:	[Not Applicable / [●] per cent. per annum]	A13.4.8(ii) Cat B
	(iii) Reference Price:	[Not Applicable / [●]]	A13.4.8(ii) Cat B
	(iv) Day Count Fraction:	[●]	A13.4.8(ii) Cat B
17.	Fixed/Floating Rate Interest Basis Provisions:	[Applicable / Not Applicable]	A13.4.8(ii) Cat B
	(i) First Interest Basis:	[[Fixed Rate / Floating Rate] [in accordance with paragraph [15/16] above and Condition 5.4]	A13.4.8(ii) Cat B
	(ii) Second Interest Basis:	[[Fixed Rate / Floating Rate] [in accordance with paragraph [15/16] above and Condition 5.4]	A13.4.8(ii) Cat C
	(iii) Interest Basis Conversion Date:	[●]	A13.4.8(iii) Cat C

PROVISIONS RELATING TO REDEMPTION

18.	Redemption at Issuer's option (Call):	[Not Applicable / Condition 6.2 is Applicable]	A13.4.7 Cat B
	(i) Optional Redemption Date(s):	[any Business Day (being, in the case of interest-bearing PD Debt Instruments, an Interest Payment Date) / [●]]	A13.4.7 Cat B
	(ii) Early Redemption Amount (Call):	[Outstanding principal amount / [●]]	A13.4.7 Cat B
	(iii) If redeemable in part:	[Applicable / [●]]	A13.4.7 Cat B
	(iv) Notice period:	[Minimum: 30 / [●] days] [Maximum: 60 / [●] days]	A13.4.7 Cat B
19.	Redemption at PD Debt Instrument Holder's option (Put):	[Not Applicable / Condition 6.3 is Applicable]	A13.4.7 Cat B
	(i) Early Redemption Amount (Put):	[Outstanding principal amount / [●]]	A13.4.7 Cat B
	(ii) Notice period:	[Minimum: 30 / [●] days] [Maximum: 60 / [●] days]	A13.4.7 Cat B
20.	Final Redemption Amount of each PD Debt Instrument:	[Not Applicable / Maturity Redemption Amount: [●]]	A13.4.9(ii) Cat B
21.	Early Redemption Amount		A13.4.7 Cat B
	(i) Early Redemption Amount (Tax) (Condition 6.4):	[Outstanding principal amount / [●]]	A13.4.7 Cat B
	(ii) Early Redemption Amount (Default) (Condition 9.1):	[Outstanding principal amount / [●]]	A13.4.7 Cat B

GENERAL PROVISIONS APPLICABLE TO THE PD DEBT INSTRUMENTS

22. Form of PD Debt Instrument:

(i) Form:

[Bearer / Registered]

[Bearer (Condition 1.1).

A13.4.2(i)
Cat B

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.]

[Bearer (Condition 1.1)

On issue the PD Debt Instruments will be represented by a PD Debt Instrument in permanent global form, exchangeable for PD Debt Instruments in definitive form in certain limited circumstances.]

(ii) Type:

[Fixed Rate PD Debt Instrument / Floating Rate PD Debt Instrument / Fixed/Floating Interest Rate Basis PD Debt Instrument / Zero Coupon PD Debt Instrument]

A13.4.2(i)
Cat B

23. Additional Business Centre:

[[●] / Not Applicable]

24. Talons for future Coupons to be attached to Definitive PD Debt Instruments (and dates on which such Talons mature):

[No / Yes, as the PD Debt Instruments have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made]

A13.4.7
Cat B

25. Governing law:

[English law / The laws of New South Wales]

A13.4.7
Cat B

26. Place for notices:

[[●] / Condition [18.1 / 18.2] will apply]

A13.4.7
Cat B

27. Public Offer:

Not Applicable

DISTRIBUTION

- | | | |
|---|---|-------------------|
| 28. U.S. Selling Restrictions: | TEFRA: [Not Applicable / C Rules / D Rules] | A13.4.14
Cat A |
| 29. Prohibition of Sales to EEA Retail Investors: | [Applicable/Not Applicable] | A13.4.14
Cat A |
- (If the PD Debt Instruments clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the PD Debt Instruments may constitute “packaged” products and no KID will be prepared, “Applicable” should be specified.)*

CONFIRMED**MACQUARIE GROUP LIMITED**

By:
[Authorised Person]

PART B - OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- | | | |
|----------------------------|---|----------------------|
| (i) Listing: | Application [has been / will be] made for the PD Debt Instruments to be listed on the Official List of the UK Listing Authority with effect from [●] | A13.5.1(i)
Cat B |
| (ii) Admission to trading: | Application [has been / 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 [●] | A13.5.1(ii)
Cat C |

2. RATINGS

- | | | |
|-----------------|--|---------------------|
| Credit Ratings: | [The PD Debt Instruments to be issued have not been rated by any rating agency.] | A13.7.5
Cat A, C |
| | [The PD Debt Instruments to be issued [[have been rated] / [are expected to be rated]] by the following ratings agency(ies): | |
| | [Standard and Poor's (Australia) Pty Ltd: | [●]] |
| | [Moody's Investors Service Pty Limited: | [●]] |
| | [Fitch Australia Pty Ltd]: | [●]] |

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE / OFFER]

- Save for the fees payable to [●] [and [●]] as [a] Dealer[s] (as generally discussed in “Subscription and Sale” on pages [●] to [●] of the Base Prospectus dated [●]), 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 AND USE OF PROCEEDS

- | | | |
|---------------------------|-----|------------------|
| Estimated total expenses: | [●] | A13.6.1
Cat C |
| Use of proceeds: | [●] | |

5. YIELD (Fixed Rate PD Debt Instruments only)

- Indication of yield: [●] A13.4.10
Cat C

6. BENCHMARKS

- Relevant Benchmark[s]: [[LIBOR / EURIBOR / BBSW / BKBM / HIBOR / BA-
CDOR / SIBOR] is provided by [administrator legal
name] [repeat as necessary]. [As at the date hereof,
[administrator legal name][appears]/[does not
appear]][repeat as necessary] in the register of
administrators and benchmarks established and

maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of Regulation (EU) 2016/1011, as amended] / [As far as the Issuer is aware, as at the date hereof, the [LIBOR / EURIBOR / BBSW / BKBM / HIBOR / BA-CDOR / SIBOR] does not fall within the scope of Regulation (EU) 2016/1011, as amended by virtue of Article 2 of that regulation] OR [the transitional provisions in Article 51 of the BMR apply], such that [*insert names(s) of administrator(s)*] [is/are] not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence)] / [Not Applicable]

7. OPERATIONAL INFORMATION

ISIN Code:	[●]	A13.4.2(ii) Cat C
Common Code:	[●]	A13.4.2(ii) Cat C
CUSIP:	[●]	A13.4.2(ii) Cat C
CMU instrument number:	[●]	A13.4.2(ii) Cat C
CFI:	[Not Applicable / [●]]	
FISN:	[Not Applicable / [●]]	
<i>(If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable")</i>		
Any clearing system(s) other than Euroclear Bank SA/NV, and Clearstream Banking, S.A. or the CMU Service and the relevant identification number(s):	[Not Applicable / Austraclear system / [●]]	A13.5.2 Cat C
Delivery:	Delivery [against / free of] payment	A13.4.7 Cat B
Issuing and Paying Agent:	[Citibank, N.A., London Branch] / [●]	A13.5.2 Cat C
[Additional Paying Agent(s) (if any):]	[Not Applicable / [●]]	A13.5.2 Cat C
CMU Lodging Agent:	[Not Applicable / [Citicorp International Limited] / [●]]	A13.5.2 Cat C
Registrar:	[●]	A13.4.4(ii) Cat C
Transfer Agent:	[●]	A13.5.2 Cat C
Common Depositary:	[Not Applicable / [●]]	A13.5.2 Cat C
Place of delivery of Definitive PD Debt Instruments:	[●]	A13.5.2 Cat C

6. Macquarie Group Limited

This section sets out information relating to MGL and the nature of its business and provides a description of certain supervisory and regulatory bodies, as well as regulations to which MGL is subject.

A9.4.1.1
A9.4.1.2
A9.4.1.3
A9.4.1.4
A9.5.1.1
A9.6.1

Information about Macquarie Group Limited

MGL is the ultimate holding company for all other companies and entities within the Macquarie Group. As at the date of this Base Prospectus, MGL is not a subsidiary of, nor controlled by, any other company.

MGL (ABN 94 122 169 279) was incorporated on 12 October 2006 with limited liability for an unlimited duration. It is incorporated in Australia, registered in Victoria and is regulated by the Corporations Act 2001 of Australia ("**Corporations Act**").

The registered office of MGL is Level 6, 50 Martin Place, Sydney 2000, New South Wales, Australia. MGL's principal administrative office is 50 Martin Place, Sydney 2000, New South Wales, Australia. The telephone number of MGL's principal place of business is + 61 2 8232 3333.

MGL complies with the ASX Corporate Governance Council's Principles of Corporate Governance and Recommendations, except to the extent publicly disclosed in any annual report of MGL.

MGL is an ASX-listed diversified financial services holding company headquartered in Sydney, Australia and regulated as a non-operating holding company ("**NOHC**") of an Australian "authorised deposit-taking institution" ("**ADI**") by the Australian Prudential Regulation Authority ("**APRA**"), the prudential regulator of the Australian financial services industry. As a provider of asset management and finance, banking, advisory and risk and capital solutions across debt, equity and commodities, the Macquarie Group is primarily a client-driven business which generates income by providing a diversified range of products and services to its clients. The Macquarie Group acts on behalf of institutional, corporate and retail clients and counterparties around the world.

The Macquarie Group's operations are conducted primarily through two groups, within which the individual businesses operate – the "**Macquarie Bank Group**", consisting of Macquarie B.H. Pty Ltd (the direct parent of MBL) and its controlled entities including MBL and the "**Non-Banking Group**", consisting of Macquarie Financial Holdings Limited and its controlled entities. More specifically, the Non-Banking Group consists of Macquarie Capital; the Macquarie Infrastructure and Real Assets division and the Macquarie Investment Management division of Macquarie Asset Management; certain assets of the Credit Markets business, certain activities of the Cash Equities business and some other less financially significant activities of Commodities & Global Markets. Further details of the Macquarie Bank Group and the Non-Banking Group are provided below.

On 13 November 2007, MGL became the ultimate holding company of MBL and its controlled entities. As such, the historical consolidated financial statements of MBL reflect the historical results of operations and financial condition of MGL's businesses, with certain limited exceptions.

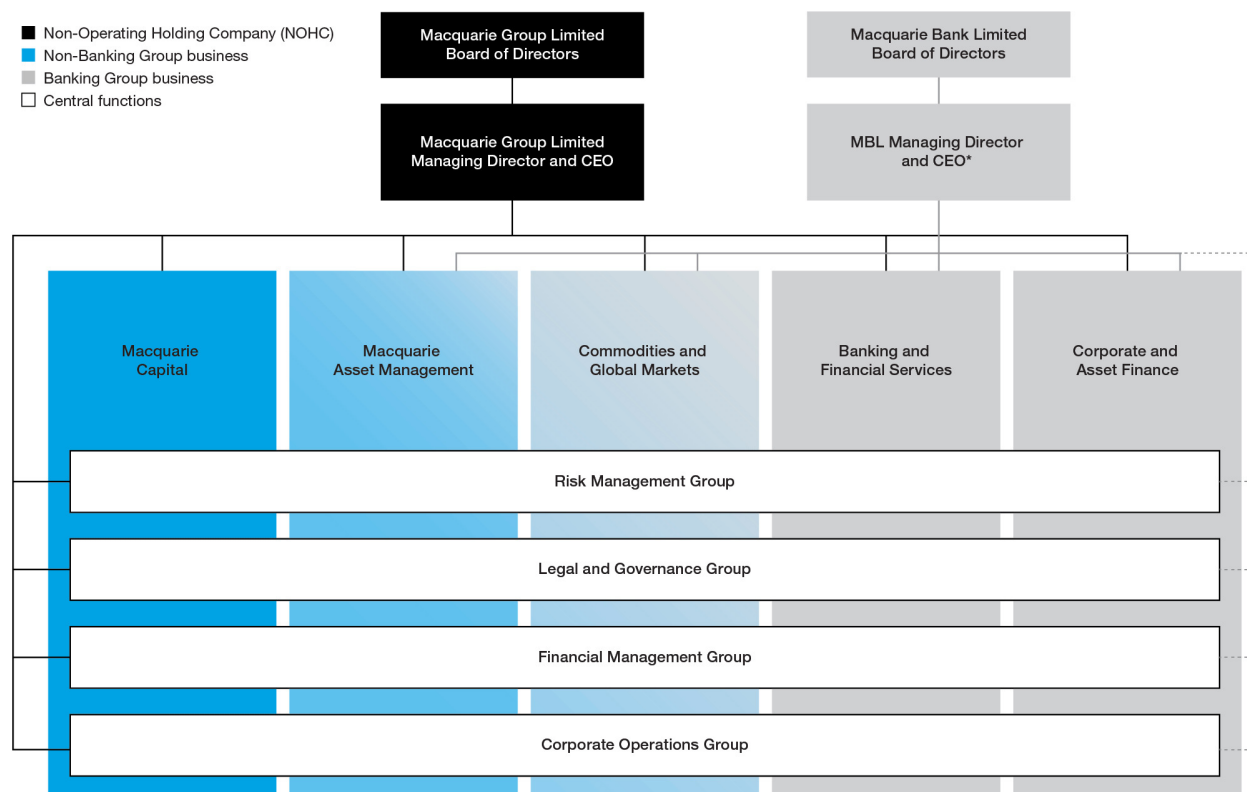
As at 31 March 2018, the Macquarie Group employed over 14,400 staff and had total assets of A\$191.3 billion and total equity of A\$18.2 billion.

For the year ending 31 March 2018, the Group's net operating income was A\$10.9 billion and profit after tax attributable to ordinary equity holders was A\$2,557 million, with 67% of the Macquarie Group's total operating income (excluding earnings on capital and other corporate items) derived from regions outside Australia.

Organisational Structure

As at 31 March 2018, MGL's organisational structure was as follows:

A9.6.1
A9.6.2



As at 30 November 2016

*The current Group Head of BFS is also the Deputy Group CEO.

MBL and MGL have corporate governance and policy frameworks that meet APRA's requirements for Australian ADIs and authorised non-operating holding companies, respectively. The Macquarie Bank Group and the Non-Banking Group operate as separate sub-groups within MGL with clearly identifiable businesses, separate capital requirements and discrete funding programmes. Although the Macquarie Bank Group and the Non-Banking Group operate as separate sub-groups, both are integral to the Macquarie Group's identity and strategy as they assist the Macquarie Group in continuing to pursue value adding and diversified business opportunities while meeting its obligations under APRA rules.

Shared Services

Macquarie Group provides shared services to both the Macquarie Bank Group and the Non-Banking Group through the Corporate segment. The Corporate segment is not considered an operating group and comprises four central functions: Risk Management, Legal and Governance, Financial Management and Corporate Operations. Shared services include: Risk Management, Finance, Information Technology, Group Treasury, Settlement Services, Equity Markets Operations, Human Resources Services, Business Services, Company Secretarial, Corporate Communications and Investor Relations Services, Taxation Services, Business Improvement and Strategy Services, Central Executive Services, other Group-wide Services, Business Shared Services, and other services as may be agreed from time to time.

MGL will continue to monitor and review the appropriateness of the MGL structure, including the provision of shared services. From time to time, the optimal allocation of our businesses between the Macquarie Bank Group and the Non-Banking Group and within the Macquarie Bank Group and the Non-Banking Group may be adjusted and we may make changes in light of relevant factors including business growth, regulatory considerations, market developments and counterparty considerations.

Business Overview

The following describes the Macquarie Bank Group and Non-Banking Groups' operations.

Overview of Macquarie Bank Group

MBL is headquartered in Sydney, Australia and is an Australian ADI regulated by APRA that, directly and through subsidiaries, engages in Australian and international financial services businesses.

MBL began in 1969 as the merchant bank Hill Samuel Australia Limited, a wholly-owned subsidiary of Hill Samuel & Co. Limited, London. Authority for MBL to conduct banking business in Australia was received from the Australian Federal Treasurer on 28 February, 1985.

MBL's ordinary shares were listed on the Australian Securities Exchanged operated by ASX Limited ("ASX") on 29 July, 1996 until the corporate restructuring of the Macquarie Group in November 2007. Although MBL's ordinary shares are no longer listed on ASX, MBL's Macquarie Income Securities continue to be listed on ASX and accordingly, MBL remains subject to the disclosure and other requirements of ASX as they apply to companies with debt securities listed on the ASX.

The Macquarie Bank Group comprises four operating groups: Corporate & Asset Finance; Banking & Financial Services; Macquarie Asset Management (excluding the Macquarie Infrastructure and Real Assets division and the Macquarie Investment Management division); and Commodities & Global Markets (excluding certain assets of the Credit Markets business; certain activities of the Cash Equities business; and some other less financially significant activities).

Overview of Non-Banking Group

The Non-Banking Group consists of Macquarie Capital; the Macquarie Infrastructure and Real Assets division and the Macquarie Investment Management division of Macquarie Asset Management; certain assets of the Credit Markets business, certain activities of the Cash Equities business and some other less financially significant activities of Commodities & Global Markets.

The following divisions and activities form the Non-Banking Group:

- Macquarie Capital provides corporate finance advisory and capital market services to corporate and government clients involved in public and private M&A, debt and equity fund raisings, private equity raisings and corporate restructuring. It also utilises its balance sheet globally to support clients. Its activities are aligned with expertise in infrastructure, energy, real estate, telecommunications, media, technology, consumer, gaming and leisure, business services, resources, industrials and financial institutions.
- Macquarie Asset Management provides clients with access to a diverse range of capabilities and products including infrastructure, real assets, equities, fixed income, liquid alternatives and multi-asset investment management solutions through the Macquarie Infrastructure and Real Assets division and the Macquarie Investment Management division.
- Certain assets of the Credit Markets business, certain activities of the Cash Equities business and some other less financially significant activities of Commodities & Global Markets.

Trend Information

There has been no material adverse change in the prospects of MGL since the date of its last published audited financial statements (such date being 31 March 2018).

Profit Estimate

MGL does not make profit forecasts or estimates.

Lawsuits and Contingent liabilities

The Macquarie Group is a large diversified Australian-based financial institution with a long and successful history. Like any financial institution, Macquarie Group has been subject to legal claims.

A9.11.5

As appropriate, the Macquarie Group makes provisions for and recognises contingent liabilities in respect of actual and potential claims and proceedings that have not been determined. An assessment of likely losses is made on a case-by-case basis for the purposes of Macquarie Group's consolidated financial statements and specific provisions that Macquarie Group considers appropriate are made, as described in the Notes to Macquarie Group's consolidated financial statements for the year ended 31 March 2018.

There are no, nor have there been any governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which MGL is aware) in the 12 month period prior to the date of this Base Prospectus, which may have or have had a significant effect on the financial position or profitability of MGL or the Macquarie Group.

Material Contracts

There are no material contracts that are not entered into in the ordinary course of MGL's business which could result in MGL or any entity within the Macquarie Group being under an obligation or entitlement that is material to MGL's ability to meet its obligations to PD Debt Instrument Holders in respect of the PD Debt Instruments.

A9.12

Significant change in MGL's financial position

There has been no significant change in the financial or trading position of MGL or the Macquarie Group since 31 March 2018, and no material adverse change in the financial position or prospects of MGL or the Macquarie Group since 31 March 2018, the date of MGL's last published audited financial statements.

A9.7.1
A9.11.6

Credit rating

As at the date of this Base Prospectus, MGL has the following debt ratings for long-term unsubordinated unsecured obligations:

- Standard and Poor's (Australia) Pty Ltd: BBB / Stable;
- Moody's Investors Service Pty Limited: A3 / Stable; and
- Fitch Australia Pty Ltd: A- / Stable.

Shareholders and Capital

As at 31 March 2018, MGL had on issue 340,364,820 fully paid ordinary shares. The ordinary shares of MGL are listed in Australia on the ASX.

A9.6.2
A9.10.1

As at the date of this Base Prospectus, MGL is neither directly nor indirectly controlled by any of its shareholders.

Regulatory oversight and recent developments

In Australia, the key regulators that supervise and regulate the Macquarie Group's activities are APRA, the Reserve Bank of Australia ("**RBA**"), Australian Securities and Investments Commission ("**ASIC**"), the ASX, the Australian Securities Exchange Limited (as operator of the ASX24 market formerly known as the Sydney Futures Exchange), the Australian Competition and Consumer Commission ("**ACCC**") and the Australian Transaction Reports and Analysis Centre ("**AUSTRAC**").

APRA is the prudential regulator of the Australian financial services industry. APRA establishes and enforces prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by institutions under APRA's supervision are met within a stable, efficient and competitive financial system. MGL has corporate governance and policy frameworks designed to meet APRA's requirements for NOHCs.

The Banking Act confers wide powers on APRA which are to be exercised ultimately for the protection of depositors of ADIs in Australia and for the promotion of financial system stability in Australia.

In its supervision of the Macquarie Group and other ADIs, APRA focuses on capital adequacy, liquidity, market risk, credit risk, operational risk, interest rate risk, associations with related entities, large exposures to unrelated entities and funds management, securitisation, outsourcing and covered bond activities and governance. APRA discharges its responsibilities by requiring ADIs to regularly provide it with information as requested as well as reports which set forth a broad range of information, including financial and statistical information relating to their financial position and information in respect of prudential and other matters. APRA's approach to the assessment of an ADI's capital adequacy and liquidity risk management is based on the risk based capital adequacy framework set out in the Basel Committee on Banking Supervisions' ("**Basel Committee**") publications, "*International Convergence of Capital Measurement and Capital Standards a Revised Framework*" ("**Basel II**"), revised in June 2006 and "*A global regulatory framework for more resilient banks and banking systems*" ("**Basel III**"), released in December 2010 and revised in June 2011.

In December 2017 the Basel Committee finalised reforms ("**Basel III: Finalising post-crisis reforms**") to amend the calculation of certain risk weighted assets under Basel III. Subsequently in February 2018, APRA released their proposed revisions to the capital framework as part of their aim to ensure Australian banks are 'unquestionably strong' by 1 January 2020. This revised framework considers Basel's finalised reforms.

APRA has stipulated a capital adequacy framework that applies to Macquarie Bank as an ADI and Macquarie Group as a NOHC of an ADI. In the case of Macquarie Bank Group, this framework is set out in the authority to be a NOHC of an ADI granted to Macquarie Group by APRA on 5 September 2007. Pillar 3 Disclosure Documents setting out the qualitative and quantitative disclosures of risk management practices and capital adequacy required to be published by Macquarie Bank Group in accordance with APRA's Prudential Standard *APS 330 Capital Adequacy: Public Disclosure of Prudential Information* are posted on Macquarie Group's investors' website. Measurement of capital adequacy and Macquarie Bank's economic capital model is more fully described in Section 4 of the Macquarie Bank Pillar 3 Disclosure Document dated 31 May 2018, which is posted on Macquarie Group's investors' website.

In exercising its powers, APRA works closely with the RBA. The RBA is Australia's central bank and an active participant in the financial markets. It also manages Australia's foreign reserves, issues Australian currency notes, serves as a banker to the Australian Government and, through the Payment Systems Board, supervises the payment system.

ASIC is Australia's corporate, markets and financial services regulator, which regulates Australian companies financial markets, financial services organisations and professionals who deal and advise in investments, superannuation, insurance, deposit taking and credit.

ASX is Australia's primary securities market and the Macquarie Income Securities, Macquarie Group Capital Notes and MGL's ordinary shares are listed on ASX. MGL and MBL each have a contractual obligation to comply with ASX's listing rules, which have the statutory backing of the Corporations Act.

The ACCC is Australia's competition regulator. Its key responsibilities include ensuring that corporations do not act in a way that may have the effect of eliminating or reducing competition and pricing practices, and to oversee product safety and liability issues, pricing practices and third-party access to facilities of national significance. The ACCC's consumer protection activities complement those of Australia state and territory consumer affairs agencies that administer the unfair trading legislation of those jurisdictions.

AUSTRAC is Australia's anti-money laundering and counter-terrorism financing regulator and specialist financial intelligence unit. It works collaboratively with Australian industries and businesses (including certain entities of the Macquarie Group) in their compliance with anti-money laundering and counter-terrorism financing legislation. As Australia's financial intelligence unit, AUSTRAC contributes to investigative and law enforcement work to combat financial crime and prosecute criminals in Australia and overseas.

Revenue authorities undertake risk reviews and audits as part of their normal activities. MGL have assessed those matters which have been identified in such reviews and audits as well as other taxation claims and litigation, including seeking advice where appropriate, and consider that the Macquarie Group and the Macquarie Bank Group currently hold appropriate provisions.

Outside Australia, some of the Macquarie Group's key regulators include the United States Securities Exchange Commission, the United States Commodity Futures Trading Commission, the United States Financial Industry Regulatory Authority, the United Kingdom Financial Conduct Authority and Prudential Regulation Authority, the Hong Kong Monetary Authority, the Monetary Authority of Singapore, the Korean Financial Supervisory Service and the Bank of Korea.

As with other financial services providers, the Macquarie Group continues to face increased supervision and regulation in most of the jurisdictions in which it operates, particularly in the areas of funding, liquidity, capital adequacy and prudential regulation.

Basel III framework – Liquidity

APRA's final prudential standards and practice guides implementing the global liquidity standards issued by the Basel Committee in the Basel III framework came into effect on 1 January 2018 (and were last amended in December 2016). In line with the liquidity standards contained within the Basel III framework, APRA introduced the Liquidity Coverage Ratio ("LCR") as part of its liquidity and funding framework, which became a minimum prudential requirement for ADIs on 1 January 2015.

In addition to implementing the LCR, pursuant to APRA Prudential Standard *APS 210 - Liquidity*, APRA has implemented the Net Stable Funding Ratio ("NSFR") into its liquidity and funding framework. The NSFR is a 12 month structural funding metric, which requires that 'available stable funding' is sufficient to cover 'required stable funding', where 'stable funding' has an actual or assumed maturity of greater than 12 months. The new standard came into effect on 1 January 2018, consistent with the international timetable agreed to by the Basel Committee. MBL currently meets the requirements of the NSFR.

APRA's prudential supervision – Capital adequacy – “unquestionably strong”

On 19 July 2017, APRA released an Information Paper on its assessment of the additional capital required for the Australian banking sector to have capital ratios that are considered “unquestionably strong”. APRA indicated that for ADIs using the IRB approach to credit risk, it will be necessary to raise minimum capital requirements by around an average of 150 basis points in order to be considered “unquestionably strong”.

On 14 February 2018, APRA released two discussion papers for consultation on revisions to the capital framework based on the Basel III reforms and to better align the framework to current risks. Such revisions to the capital framework include: (i) lower risk weights for low LVR mortgage loans, and higher risk weights for interest-only loans and loans for investment purposes, than apply under APRA's current framework; (ii) amendments to the treatment of exposures to small- to medium-sized enterprises (“SME”), including those secured by residential property under the standardised and IRB approaches; (iii) changes to the loss given default (“LGD”) estimates applied by ADIs under the foundation IRB approach, including higher LGD estimates for senior unsecured exposures; (iv) constraints on IRB ADIs' use of their own parameter estimates for particular exposures, and an overall floor on risk weighted assets relative to the standardised approach; and (v) a single replacement methodology for the current advanced and standardised approaches to operational risk.

The two discussion papers reinforced APRA's previous guidance. As the final form of the framework remains uncertain there may be a broader range of potential outcomes for individual banks. Based on existing guidance, Macquarie's surplus capital position remains sufficient to accommodate likely additional requirements.

Following the release of the discussion paper, APRA expects to release draft prudential standards on the standardised and IRB approaches to credit risk in late 2018 and further draft prudential standards incorporating the remaining Basel III provisions in 2019. APRA intends for all revisions to the capital framework to take effect in early 2021.

The papers also outlined potential revisions to the leverage ratio requirements for ADIs, including APRA's intention to apply a minimum leverage ratio for ADIs, expressed as the ratio of Tier 1 Capital to total exposures. In calibrating the ratio, APRA intends to apply a differential minimum leverage ratio requirement for standardised ADIs and IRB ADIs. In consideration of inherent measurement challenges, APRA is proposing a minimum leverage ratio of 4% for IRB ADIs and 3% for standardised ADIs. APRA proposes to implement the leverage ratio as a minimum requirement starting in July 2019.

APRA has also noted that the two consultation papers released on 14 February 2018, form part of a total set of three complementary papers. The third paper on “Potential adjustments to the overall design of the capital framework to improve transparency, international comparability and flexibility”, will be released in the second half of the 2018 calendar year.

Counterparty credit risk

On 3 August 2017, APRA released a discussion paper setting out both its response to submissions from the consultation on its counterparty credit risk framework for ADIs and a number of revised proposals for further consultation, including a revised draft of Prudential Standard APS 112 Capital Adequacy: Standardised Approach to Credit Risk. In its discussion paper, APRA proposes that an ADI with approval to use an internal ratings-based approach to credit risk (including MBL) must use the “standardised approach for measuring counterparty credit risk exposures”, as set out in the SA-CCR to measure its counterparty credit risk exposures. APRA has indicated that its current intention is for the new requirements to take effect no earlier than 1 January 2019.

United States Dodd-Frank Wall Street Reform and Consumer Protection Act

The Dodd-Frank Act has resulted in, and will continue to result in, significant changes in the regulation of the U.S. financial services industry, including reforming the financial supervisory and regulatory framework in the United States. In particular, the Dodd-Frank Act amended the commodities and securities laws to create a regulatory regime for swaps and other derivatives, subject to the jurisdiction and regulations of the applicable U.S. regulatory agency, such as the Board of Governors of the Federal Reserve System (“**FRB**”), the U.S. Securities and Exchange Commission (“**SEC**”) and the Commodity Futures Trading Commission (“**CFTC**”). Macquarie Bank and its U.S. subsidiary Macquarie Energy LLC (“**MELLC**”) are provisionally registered as swap dealers with the CFTC and Macquarie Bank anticipates registering as a security-based swap dealer with the SEC once registration is required. Most of the rules to be adopted by the CFTC, which has jurisdiction over swaps, have been adopted and have become effective. To date, the SEC has not implemented most of the Dodd-Frank reforms relating to security-based swaps.

Pursuant to the CFTC’s Comparability Determination for Australia, Macquarie Bank’s compliance with certain provisions and requirements under the applicable Australian regulatory regimes is sufficient to meet certain CFTC requirements to which Macquarie Bank would otherwise be subject. In its capacity solely as a swap dealer, Macquarie Bank became subject to the FRB’s variation margin requirements in 2017 and expects to be subject to the phased compliance for initial margin requirements in September 2019 or September 2020. While Macquarie Bank will also be subject to the FRB’s capital requirements as and when such become applicable to swap dealers, Macquarie Bank anticipates that compliance with APRA capital requirements will generally fulfil its FRB obligations. MELLC is subject to only CFTC regulations in this regard and not the Australian regulations or the FRB margin and capital requirements. Macquarie Bank and MELLC’s businesses have been or will be affected by a variety of regulations under the Dodd-Frank Act including, but not limited to stricter capital and margin requirements, mandatory execution pursuant to the rules of trading platforms and clearing through derivatives clearing organisations of certain designated types of standardised derivatives, reporting obligations, business conduct requirements, registration and heightened supervision of Macquarie Bank as a swap dealer, and more stringent and extensive position limits and aggregation requirements on derivatives on physical commodities.

The SEC has jurisdiction over transactions in security-based swaps, which are swaps on single securities or narrow-based indices of securities, and has proposed or adopted regulations requiring, among other things, registration of security-based swap dealers and compliance with regulations on business conduct, recordkeeping and reporting and other matters. However, compliance with the SEC’s rules applicable to security-based swaps is not yet required and the SEC has not publicly announced a timetable for compliance. Macquarie Bank expects that it will be required to register as a security-based swap dealer with the SEC at the time that such registration becomes mandatory and that it will thereafter be subject to compliance with SEC and FRB rules regarding security-based swap transactions. The registration and compliance obligations will likely result in increased costs with respect to MBL’s security-based swaps business.

Markets in Financial Instruments Directive

The Markets in Financial Instruments Directive II (“**MiFID II**”) and Markets in Financial Instrument Regulation (“**MiFIR**”) were implemented in the European Union (“**EU**”) on 3 January 2018. The legislation regulates firms who provide services to clients linked to financial instruments (such as shares, bonds, units in collective investment schemes and derivatives) and the venues where those financial instruments are traded. As such, MiFID II is the framework of EU legislation for investment intermediaries that provide services to clients relating to financial instruments and the organised trading of financial instruments.

MiFID II amends existing MiFID provisions on authorisation, including the update of rules governing how business is conducted and changes to how firms are required to organise themselves. These rules aim to strengthen the protection of investors, through:

- the introduction of new requirements on product governance, independent investment advice, commodity position limits and cross-selling;
- the extension of existing rules to structured deposits; and
- the improvement of requirements in several areas, including on the responsibility of management bodies, inducements, additional information and data reporting to clients, remuneration of staff and best execution.

MiFIR establishes, inter alia, uniform requirements in relation to disclosure of trade data to the public, reporting of transactions to the competent authorities, trading of derivatives on organised venues, benchmarks and intervention powers of competent authorities, such as the European Securities and Markets Authority (“ESMA”) and the European Banking Authority.

Most of the provisions of MiFID II and MiFIR applied as of 3 January 2018, except for certain minor provisions which shall apply as of 3 September 2018.

The UK regulated group entities have implemented the operational changes required from the MiFID II and MiFIR regulatory changes to their businesses and how they interact with markets.

UK Bank Levy

Effective 1 January 2011, the United Kingdom introduced a bank levy which provides for an annual charge on certain equity and liabilities of banks and certain other financial institutions (the “**UK Bank Levy**”). In respect of foreign banking groups with banking operations in the United Kingdom, the UK Bank Levy is calculated, broadly speaking, by reference to the aggregated equity and liabilities of the group’s relevant UK sub-groups, UK subsidiaries, non-UK resident subsidiaries with a UK parent and UK branches (in each case as shown in appropriate balance sheets). The UK Bank Levy is charged at different rates for short-term chargeable liabilities on the one hand and long-term chargeable equity and liabilities on the other hand. From 1 January 2018, the applicable UK Bank Levy rates are 0.16% for short-term chargeable liabilities and 0.08% for long-term chargeable equity and liabilities. The UK Bank Levy is not applicable on the first £20 billion of chargeable equity and liabilities. Based on the 31 March 2018 balance sheet position, it is not anticipated that the Macquarie Group will be impacted by the UK Bank Levy on the basis that its chargeable equity and liabilities are expected to be below £20 billion. The Macquarie Group will continue to monitor its position on a regular basis.

The UK Government has announced its intention to implement a gradual reduction in the bank levy rates ultimately reaching 0.10% for short term chargeable liabilities and 0.05% for long term chargeable equity and liabilities as of 1 January 2021. The UK Government has also proposed that the bank levy will be chargeable only on UK balance sheet liabilities from 1 January 2021.

Royal Commission into misconduct in the banking, superannuation and financial services industry

The Royal Commission was established on 14 December 2017 by the Governor-General of the Commonwealth of Australia. Opening statements were heard on 12 February 2018 and an interim report is expected in September 2018, with a final report expected to be released in February 2019. Macquarie Group and Macquarie Bank Group are complying with all information requests of the Royal Commission, will continue to monitor developments in relation to the investigation, and will fully cooperate with the Royal Commission, as required.

Australian Major Bank Levy

On 9 May 2017, the Australian Government announced its 2017-2018 Federal Budget, introducing a major bank levy (the “**Commonwealth Government Major Bank Levy**”) affecting Australia’s five largest banks: Commonwealth Bank of Australia, Australia and New Zealand Banking Group Limited, Westpac Banking Corporation, National Australia Bank and Macquarie Bank Limited. The enacting legislation commenced on 24 June 2017. The Commonwealth Government Major Bank Levy applies to ADIs with licensed entity liabilities of greater than A\$100 billion as of 1 July 2017 (including MBL), calculated quarterly as 0.015% of relevant liabilities as at each APRA mandated quarterly reporting date (for an annualised rate of 0.06%). The amount of liabilities on which the Commonwealth Government Major Bank Levy is payable is the total reported liabilities of the ADI for the quarter, reduced by the sum of the following amounts in relation to each ADI (each calculated for the quarter, in relation to the ADI, and as reported under an “applicable reporting standard” to be determined by APRA): total Additional Tier 1 Capital; total holdings of deposits protected by the Financial Claims Scheme; an amount equal to the lesser of the derivative assets and derivative liabilities; the exchange settlement account balance held with the RBA; and any other amounts of a kind determined by the Minister in a legislative instrument. Liabilities subject to the levy will include items such as corporate bonds, commercial paper, certificates of deposit and Tier 2 capital instruments.

ASIC flex-commissions prohibition

Following its announcement in March 2017, ASIC formally enacted a ban on flex commissions in the finance market on 7 September 2017. Lenders and dealerships have until November 2018 to update their business models, and implement new commission arrangements that comply with the new law. Macquarie Leasing has commenced a project to enhance its systems to meet ASIC’s requirements.

Banking Executive Accountability Regime

In February 2018 the Treasury Laws Amendment (Banking Executive Accountability and Related Measures) Act 2018 was passed by Parliament introducing a new bank executive accountability regime known as “**BEAR**”. The intention of BEAR is to improve the operating culture of all ADIs and their subsidiaries, introducing transparency and personal accountability into the banking sector. ADIs will have legal obligations to conduct their business with honesty and integrity and to defer the variable remuneration (bonuses) of certain senior executives. With increased powers, APRA will be able to investigate potential breaches, penalise ADIs and accountable persons and disqualify persons from the industry for breach. Large ADIs will need to be BEAR compliant by 1 July 2018, while smaller and medium sized institutions (including Macquarie Bank Limited) will have an extra 12 months to comply with the new regime.

Obligations that will apply to both ADIs and ‘accountable persons’ are to:

- act with honesty, integrity, and with due skill, care and diligence;
- deal with APRA in an open, cooperative and constructive way; and
- take reasonable steps in conducting business to prevent matters from arising that would adversely affect the ADI’s prudential standard or reputation.

Using experience gained in the establishment of the Senior Manager’s Regime in the UK, Macquarie Bank Limited is developing an approach to the practical implementation of the new legislation and working on the application of the new BEAR regime to the Macquarie risk framework.

Other developments

In addition, there have also been a series of industry-led developments, legislative changes and other regulatory releases from regulators in the various jurisdictions in which the Macquarie Group operates resulting in significant regulatory change for financial institutions, the legal and practical implications of which may not yet be fully understood.

These include:

- further capital reforms for conglomerate banking groups;
- recovery and resolution planning requirements;
- greater regulation of derivatives, particularly over the counter (OTC) derivatives, including the European Market Infrastructure Regulation and the Dodd-Frank reforms, which have resulted in increased reporting and stricter capital and margin requirements, the centralised execution and clearing of standardised OTC derivatives and heightened supervision and required registration of swap dealers and major swap and major swap participants;
- the Senior Manager Regime in the UK which took effect from March 2016 and is designed to clarify the lines of responsibility at the top of banks, enhance the regulator's ability to hold senior individuals accountable and require banks to regularly evaluate their senior managers for fitness and propriety. In the second quarter of 2017, the FCA plans to consult on extending the scope of the regime to all authorised firms and anticipates that the extended regime will come into effect in 2018;
- new powers given to ASIC to intervene in the design and distribution of financial products and to ban senior officials in the financial sector from managing a financial services business;
- enhanced criminal and civil penalties for corporate misconduct under the Corporations Act of Australia;
- new laws and regulation relating to data protection and privacy, consumer credit and consumer protection and personal property securities;
- formal regulatory inquiries, including the Australian Government's Productivity Commission inquiry into competition in the financial system, the ACCC's inquiry into residential mortgage products and the review into open banking;
- industry-led initiatives such as the Australian Bankers' Association Banking Reform Program, which is designed to protect consumer interests, increase transparency and accountability and to build consumer trust and confidence in banks, as well as the update of the Australian Banking Association Code of Banking Practice, which is intended to set out the banking industry's key commitments and obligations to customers on standards of practice, disclosure and principles of conduct for their banking services; and
- changes to accounting and reporting requirements, tax legislation, regulation relating to remuneration and superannuation, competition legislation and bribery and anti-money laundering laws.

In addition, on 23 June 2016 the United Kingdom voted to leave the European Union in a referendum. Over the next two to three years, there may be increased uncertainty and volatility in the global financial markets as a consequence of the referendum result while the details of the departure from the European Union (known as the **Brexit**) are negotiated. In late March 2017, the U.K. Prime Minister, Theresa May, provided formal notice to the European Union of the U.K.'s intention to leave the European Union and, unless both the European Union and the U.K. agree to an extension, the notification triggered a two year period to negotiate and agree a departure deal before the European Union's treaties will cease to apply to the United Kingdom. At this point in time it is not possible to determine what the impact of the Brexit will be on the Macquarie Group.

Further changes may occur driven by policy, prudential or political factors.

The Macquarie Group reviews these changes and releases, engages with government, regulators and industry bodies and amends its systems, processes and operations to align with changes and new regulatory requirements as they occur. Further information on the risk management and other policies of the Macquarie Group is contained in the documents incorporated by reference into this Base Prospectus (see Section 4 (*Documents incorporated by reference*) on pages 30 to 31] of this Base Prospectus).

Directors of MGL

As at the date of this Base Prospectus the persons named below are the current Voting Directors of MGL under MGL's constitution and exercise the powers of directors for the purposes of the Corporations Act. All members of the Board of Voting Directors of MGL have the business address of Level 6, 50 Martin Place, Sydney, NSW, 2000, Australia. The principal outside activities, where significant, of the Voting Directors of MGL are set out below:

A9.9.1
A9.9.2

Name of Director	Position	Principal Outside Activities
Peter H Warne	Chairman	<p>Director, ASX Limited, and New South Wales Treasury Corporation.</p> <p>Member, Macquarie University Faculty of Business and Economics Industry Advisory Board.</p>
Nicholas W Moore	Managing Director and Chief Executive Officer	<p>Chairman, Screen Australia, Sydney Opera House Trust, and University of NSW Business School Advisory Council.</p> <p>Director, the Centre for Independent Studies.</p>
Gary R Banks AO	Independent Non-Executive Director	<p>Chairperson, Australian Statistics Advisory Council.</p> <p>Chair, Regulatory Policy Committee of the Organisation for Economic Co-operation and Development.</p> <p>Member, Advisory Board of the Melbourne Institute, and NSW Government's Economic Development Advisory Panel.</p>
Gordon M Cairns	Independent Non-Executive Director	<p>Chairman, Woolworths Limited, and Origin Energy Limited.</p> <p>Director, World Education Australia Limited.</p>

Name of Director	Position	Principal Outside Activities
Michael J Coleman	Independent Non-Executive Director	<p>Member, National Board and NSW Council of the Australian Institute of Company Directors (AICD).</p> <p>Chairman, Reporting Committee of the AICD, Planet Ark Environmental Foundation, and Bingo Industries Limited.</p> <p>Board Member, Legal Aid NSW.</p>
Patricia A Cross	Independent Non-Executive Director	<p>Director, Aviva plc.</p> <p>Chair, Commonwealth Superannuation Corporation.</p> <p>Founding Chair, 30% Club Australia.</p>
Diane J Grady AM	Independent Non-Executive Director	<p>Director, Tennis Australia, and Grant Thornton Australia Board.</p> <p>Member, Centre for Ethical Leadership, the Heads Over Heels Advisory Board, and NFP Chairs Forum.</p> <p>Chair, The Hunger Project Australia.</p>
Michael J Hawker AM	Independent Non-Executive Director	<p>Director, Aviva plc, and Rugby World Cup Limited.</p> <p>Chairman, the George Institute for Global Health.</p> <p>Lead Independent Director, Washington H. Soul Pattinson and Company Limited.</p>
Glenn R Stevens AC	Independent Non-Executive Director	<p>Director, the Lowy Institute, and the Anika Foundation.</p> <p>Advisor, Ellerston Capital Global Macro Fund.</p> <p>Member, NWQ Capital Management Investment Committee.</p>
Nicola M Wakefield Evans	Independent Non-Executive	<p>Director, Lendlease Corporation Limited, BUPA ANZ Healthcare</p>

Name of Director	Position	Principal Outside Activities
	Director	<p>Holdings Pty Ltd, BUPA ANZ Insurance Pty Ltd, Clean Energy Finance Corporation, Asialink (University of Melbourne) and Asialink Business.</p> <p>Member, National Board of the Australian Institute of Company Directors, the Takeovers Panel and The University of New South Wales Foundation Limited.</p>

Director Independence and Conflicts of Interest

A Voting Director (Director) will be considered independent if not a member of management, and if they are free of any interests or relationships that could materially interfere with the director's ability to act in the best interests of MGL and independently of management. The Board believes that independence is evidenced by an ability to constructively challenge and independently contribute to the work of the Board.

A9.9.2

The independence of each Non-Executive Director ("**NED**") is considered prior to appointment and then confirmed annually by the MGL Board Governance and Compliance Committee ("**BGCC**"). Prior to the BGCC's consideration of director independence, each NED is asked to declare whether they have any interests or relationships that could materially interfere with the director's ability to act in the best interests of MGL and independently of management ("**Declaration**"). Each NED is also asked to provide information regarding relationships with MGL, including relationships of close family members with MGL, for review by the BGCC. A NED will normally be considered independent if they:

- Are not a substantial shareholder of MGL or of a company holding more than five per cent of MGL's voting stock or an officer of or otherwise associated directly with a shareholder holding more than five per cent of MGL's voting stock.
- Have not been employed within the last three years in an executive capacity by MGL or another group member or been a director after ceasing to hold any such employment.
- Have not been a partner, director or senior employee of a material professional adviser to MGL and its entities within the last three years.
- Have not had a material business relationship, including as a supplier or customer, within the last three years with MGL or its entities, or an officer of or otherwise associated with someone with such a relationship.
- Do not have a material contractual relationship with MGL or any of its group entities other than as a director.
- Are not a director of any of MGL's subsidiaries or its responsible entities, other than Macquarie Bank Limited and any intermediate holding company.
- Do not have any other interests or relationships (including close family ties with any person who falls within any of the categories described above), that could materially interfere with the director's ability to act in the best interests of MGL and independently of management.

MGL's nine non-executive Directors, being Gary R Banks, Gordon M Cairns, Michael J Coleman, Patricia A Cross, Diane J Grady, Michael J Hawker, Glenn R Stevens, Nicola M Wakefield Evans and Peter H Warne, are each considered to be independent.

All Directors are required to disclose any material personal interest in a matter that relates to the affairs of MGL and any conflict or potential conflict of interest upon appointment and then update the MGL Board on an on-going basis.

MGL has in place procedures that utilise the interests disclosed by Voting Directors to assist in detecting conflicts of interest within MGL. Where a Director has a material personal interest or conflict of interest, the Director will:

- notify the other Directors of their interest in the matter when the conflict arises (unless a standing notice regarding the material personal interest has already been given to the other Directors); and
- not receive the relevant MGL Board paper nor be present whilst the matter that they have an interest in is being considered at a Directors' meeting and subsequently not vote on the matter unless the MGL Board (excluding the relevant MGL Board member) resolves otherwise.

As at the date of this Base Prospectus, and having regard to the above criteria, requirements and procedures utilised by MGL to detect and manage conflicts of interest and to restrict participation where a conflict arises, there are:

- no actual conflicts of interest; and
- no potential conflicts of interest, other than in respect of any dealings between MGL and any of the companies listed above under "Principal Outside Activities" which may arise in the future and will be referred to the Board of Voting Directors of MGL,

between duties owed to MGL and dischargeable by members of its Board of Voting Directors listed above and their private interests and/or other duties.

As noted above, all Directors are required to disclose any conflict or potential conflict of interest on an on-going basis. In respect of conflicts or potential conflicts of interest that may arise in the future, MGL will manage those conflicts in accordance with the Corporations Act, any other applicable law and the other procedures referred to above.

7. Selected Financial Information

A9.2.1

The additional audited financial information on pages 95 to 96 of this Base Prospectus has been extracted from the 2018 annual report of MGL and MGL consolidated with its controlled entities for the financial year ended 31 March 2018.

A9.11.1

The Macquarie Group is required to prepare annual financial statements for itself and itself consolidated with its controlled entities in accordance with Australian Accounting Standards. Compliance with Australian Accounting Standards ensures compliance with International Financial Reporting Standards.

The independent auditor of the Macquarie Group is PricewaterhouseCoopers, an Australian partnership, (“**PwC Australia**”).

PwC Australia has audited the financial statements included in Macquarie Group’s annual report for the financial years ended 31 March 2017 and 31 March 2018 in accordance with Australian Auditing Standards. The Independent Auditor’s Report dated 4 May 2018 was unqualified.

A9.2.1

A9.11.3.1

A9.11.4.1

Limitation on Auditor’s Liability

PwC Australia may be able to assert a limitation of liability with respect to claims arising out of its audit report or included in the documents identified under “Documents incorporated by reference” on pages 30 to 31 of this Base Prospectus, and elsewhere in this Base Prospectus, to the extent it is subject to the limitations under the Chartered Accountants Australia and New Zealand Scheme (NSW) (the “**Accountants Scheme**”) approved by the New South Wales Professional Standards Council or such other applicable scheme approved pursuant to the Professional Standards Act of 1994 of New South Wales, Australia (the “**Professional Standards Act**”). The Professional Standards Act and the Accountants Scheme may limit the liability of PwC Australia for damages with respect to certain civil claims arising in, or governed by the laws of, New South Wales directly or vicariously from anything done or omitted in the performance of their professional services to the Macquarie Group, including, without limitation, their audits of the Macquarie Group’s financial statements. PwC Australia’s maximum liability under the Accountants Scheme is capped at an amount that depends upon the type of service and the applicable engagement fee for that service, with the lowest such liability cap set at A\$2 million (where the claim arises from a service in respect of which the fee is less than A\$100,000) and may be up to A\$75 million for audit work (where the claim arises from an audit service in respect of which the fee is greater than A\$2.5 million or more). The limit does not apply to claims for breach of trust, fraud or dishonesty.

The Professional Standards Act and the Accountants Scheme have not been subject to judicial consideration and, therefore, how the limitations will be applied by courts and the effect of the limitations on the enforcement of foreign judgments is untested.

Macquarie Group Limited and its controlled entities
Income Statements for the financial years ended 31 March 2018 and 31 March 2017

A9.11.1

A9.11.2

	Consolidated 2018 A\$m	Consolidated 2017 A\$m	MGL 2018 A\$m	MGL 2017 A\$m
Interest and similar income	4,943	5,138	479	447
Interest expense and similar charges	(2,957)	(2,953)	(521)	(488)
Net interest income/(expense)	1,986	2,185	(42)	(41)
Fee and commission income	4,670	4,331	10	10
Net trading income/(expense)	1,957	1,758	(39)	(39)
Net operating lease income	935	921	-	-
Share of net profits of associates and joint ventures	241	51	-	-
Other operating income and charges	1,131	1,118	4,430	4,087
Net operating income	10,920	10,364	4,359	4,017
Employment expenses	(4,493)	(4,379)	(4)	(4)
Brokerage, commission and trading-related expenses	(830)	(852)	-	-
Occupancy expenses	(402)	(392)	-	-
Non-salary technology expenses	(604)	(644)	-	-
Other operating expenses	(1,127)	(993)	(1)	(2)
Total operating expenses	(7,456)	(7,260)	(5)	(6)
Operating profit before income tax	3,464	3,104	4,354	4,011
Income tax (expense)/benefit	(883)	(868)	3	(2)
Profit after income tax	2,581	2,236	4,357	4,009
Profit attributable to non-controlling interests:				
Macquarie Income Securities	(14)	(15)	-	-
Other non-controlling interests	(10)	(4)	-	-
Profit attributable to non-controlling interests	(24)	(19)	-	-
Profit attributable to ordinary equity holders of Macquarie Group Limited	2,557	2,217	4,357	4,009
Cents per share				
Basic earnings per share	758.2	657.6	-	-
Diluted earnings per share	743.5	644.5	-	-

Macquarie Group Limited and its controlled entities
Statements of Financial Position as at 31 March 2018 and 31 March 2017

	Consolidated 2018 A\$m	Consolidated 2017 A\$m	MGL 2018 A\$m	MGL 2017 A\$m
Assets				
Receivables from financial institutions	38,559	27,471	-	-
Trading portfolio assets	15,585	26,933	-	-
Derivative assets	12,937	12,106	-	-
Investment securities available for sale	6,166	6,893	-	-
Other assets	18,370	16,558	12	70
Loan assets held at amortised cost	81,150	76,663	-	-
Other financial assets at fair value through profit or loss	1,434	1,502	-	-
Due from subsidiaries	-	-	17,269	10,009
Property, plant and equipment	11,426	11,009	-	-
Interests in associates and joint ventures	4,055	2,095	-	-
Intangible assets	993	1,009	-	-
Investments in subsidiaries	-	-	25,347	22,644
Deferred tax assets	650	638	19	26
Total assets	191,325	182,877	42,647	32,749
Liabilities				
Trading portfolio liabilities	8,061	5,067	-	-
Derivative liabilities	11,925	11,128	1	-
Deposits	59,412	57,708	24	11
Other liabilities	16,086	15,031	196	160
Payables to financial institutions	15,440	17,072	3,191	2,413
Due to subsidiaries	-	-	843	945
Debt issued at amortised cost	53,717	50,828	12,177	5,746
Other debt issued at fair value through profit or loss	2,363	2,404	-	-
Deferred tax liabilities	749	621	-	-
Total liabilities excluding loan capital	167,753	159,859	16,432	9,275
Loan capital	5,392	5,748	1,135	1,130
Total liabilities	173,145	165,607	17,567	10,405
Net assets	18,180	17,270	25,080	22,344
Equity				
Contributed equity	6,243	6,290	8,849	8,933
Reserves	1,297	1,396	902	804
Retained earnings	8,817	7,877	15,329	12,607
Total capital and reserves attributable to ordinary equity holders of Macquarie Group Limited	16,357	15,563	25,080	22,344
Non-controlling interests	1,823	1,707	-	-
Total equity	18,180	17,270	25,080	22,344

8. Subscription and Sale

<p>This section contains a description of certain selling restrictions applicable to making offers of the PD Debt Instruments under the Programme.</p>
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A13.4.14
Cat A

Pursuant to the Fourth amended and restated Debt Instrument Programme Dealer Agreement dated on or about 13 June 2018 (“**Dealer Agreement**”), as amended from time to time, the PD Debt Instruments may be offered on a continuing basis through the persons that are appointed as dealers in respect of the whole Programme and whose appointment has not been terminated (“**Permanent Dealers**”). However, MGL has reserved the right to sell PD Debt Instruments directly on its own behalf to Dealers that are not Permanent Dealers. MGL will have the sole right to accept any such offers to purchase PD Debt Instruments and may reject any such offer in whole or (subject to the terms of such offer) in part. Each Dealer shall have the right, in its discretion reasonably exercised, to reject any offer to purchase PD Debt Instruments made to it in whole or (subject to the terms of such offer) in part.

In the Dealer Agreement, MGL has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Programme and the issue of PD Debt Instruments under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

By its purchase and acceptance of PD Debt Instruments issued under the Dealer Agreement, each Dealer agrees that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver PD Debt Instruments, and it will not directly or indirectly offer, sell, resell, re-offer or deliver PD Debt Instruments or distribute the Base Prospectus, any Final Terms, circular, advertisement or other offering material relating to the PD Debt Instruments in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

Neither MGL nor any Dealer represents that any PD Debt Instruments may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

In addition and unless the Final Terms otherwise provides, each Dealer has agreed that, in connection with the primary distribution of the PD Debt Instruments, it will not sell PD Debt Instruments to any person if, at the time of such sale, the employees of the Dealer aware of, or involved in, the sale knew or had reasonable grounds to suspect that, as a result of such sale, any PD Debt Instruments or an interest in any PD Debt Instruments were being, or would later be, acquired (directly or indirectly) by an associate of MGL for the purposes of section 128F of the Income Tax Assessment Act 1936 (as amended) of Australia (“**Australian Tax Act**”) and associated regulations and, where applicable, any replacement legislation including, but not limited to, the Income Tax Assessment Act 1997 of Australia, except as permitted by section 128F(5) of the Australian Tax Act.

The Dealers may be paid fees in relation to any issue of PD Debt Instruments under the Programme. Any such Dealer and its affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, MGL and the Macquarie Bank Group and their affiliates in the ordinary course of business.

1 General

This Base Prospectus has not been, nor will be, lodged with the Australian Securities and Investments Commission (“**ASIC**”) and is not a ‘prospectus’, ‘product disclosure statement’, or other ‘disclosure document’ for the purposes of the Corporations Act 2001 of Australia (“**Corporations Act**”).

Except for registration of this Base Prospectus by the UK Listing Authority and the London Stock Exchange, no action has been taken in any jurisdiction that would permit a public offering of any of the PD Debt Instruments, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Persons into whose hands this Base Prospectus comes are required by MGL and the Dealers to comply with all applicable laws, regulations and directives in each country or jurisdiction in which they purchase, offer, sell, resell, reoffer or deliver PD Debt Instruments or have in their possession or distribute or publish the Base Prospectus or such other offering material and to obtain any authorisation, consent, approval or permission required by them for the purchase, offer, sale, reoffer, resale or delivery by them of any PD Debt Instruments under any applicable law, regulation or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales, reoffers, resales or deliveries, in all cases at their own expense, and neither MGL nor any Dealer has responsibility for such matters. In accordance with the above, any PD Debt Instruments purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in MGL being obliged to register any further prospectus or corresponding document relating to the PD Debt Instruments in such jurisdiction.

In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of PD Debt Instruments in Australia, the United States, the European Economic Area, the United Kingdom, Hong Kong, Singapore, Japan, Korea, India, Canada, the PRC, Malaysia, Mexico and Taiwan as set out below.

2 Australia

No prospectus or other disclosure document, nor any product disclosure statement, (each as defined in the Corporations Act) in relation to the Programme or any PD Debt Instruments has been, or will be, lodged with ASIC or ASX. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, unless the relevant Final Terms (or relevant supplement to this Base Prospectus) otherwise provides, it:

- (a) has not offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of any PD Debt Instruments in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, the Base Prospectus or any draft, preliminary or definitive prospectus, offering memorandum, disclosure document, advertisement or other offering material relating to any PD Debt Instruments in Australia,

unless:

- (i) the aggregate consideration payable by each offeree or invitee is at least A\$500,000 (or its equivalent in other currencies but disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or 7.9 of the Corporations Act;
- (ii) such action complies with all applicable laws, regulations and directives in Australia (including, without limitation, the licensing requirements set out in Chapter 7 of the Corporations Act);
- (iii) the offer or invitation is not made to a person who is a “retail client” within the meaning of section 761G of the Corporations Act; and

- (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

3 United States

Regulation S Category 2; TEFRA D

The PD Debt Instruments have not been and will not be registered under the U.S. Securities Act of 1933, as amended (“**Securities Act**”) or the securities laws of any State of the United States. The PD Debt Instruments may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them under Regulation S under the Securities Act.

Bearer PD Debt Instruments with a maturity of more than one year are subject to United States tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, or for the account or benefit of, a United States person, except in certain transactions permitted by the U.S. Internal Revenue Code and U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and Treasury regulations promulgated thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, except as permitted by the Dealer Agreement, that it has not offered, sold, resold or delivered, and will not offer, sell, resell or deliver, the PD Debt Instruments of any Tranche:

- (a) as part of their distribution at any time; and
- (b) otherwise until 40 days after the later of (i) the closing date of such Tranche of PD Debt Instruments and (ii) the completion of the distribution of all PD Debt Instruments of such Tranche, as determined and certified by the relevant Dealer or, in the case of an issue of PD Debt Instruments on a syndicated basis, the Lead Manager,

within the United States or to, or for the account or benefit of, U.S. persons only in accordance with Regulation S and that during the distribution compliance period, it will have sent to each distributor to which it sells the PD Debt Instruments, a confirmation or other notice setting forth the restrictions on offers and sales of the PD Debt Instruments within the United States or to, or for the account or benefit of, U.S. persons.

The PD Debt Instruments are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

Until 40 days after the commencement of the offering of any PD Debt Instruments, an offer or sale of PD Debt Instruments within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Each Dealer who has purchased PD Debt Instruments of a Tranche hereunder (and in the case of an issue of a Tranche of PD Debt Instruments on a syndicated basis, the Lead Manager) shall determine and certify to the I&P Agent (being Citibank, N.A., London Branch or any of its successors in such capacity) or, in the case of PD Debt Instruments cleared through the Central Moneymarkets Unit Service (“**CMU**” Service), the CMU Lodging Agent (being Citicorp International Limited or any of its successors in such capacity) when it has completed the distribution of the PD Debt Instruments of such Tranche.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the PD Debt Instruments outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the PD Debt Instruments, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States is prohibited.

4 European Economic Area

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms (or Pricing Supplement, as the case may be) in respect of any PD Debt Instruments specifies the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any PD Debt Instruments which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of Directive 2002/92/EC (as amended), 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; and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the PD Debt Instruments to be offered so as to enable an investor to decide to purchase or subscribe for the PD Debt Instruments.

If the Final Terms (or Pricing Supplement, as the case may be) in respect of any PD Debt Instruments specified “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (“**Relevant Implementation Date**”) it has not made and will not make an offer of PD Debt Instruments, which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms thereto, to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of PD Debt Instruments to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of PD Debt Instruments referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of PD Debt Instruments to the public**” in relation to any PD Debt Instruments in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the PD Debt Instruments to be offered so as to enable an investor to decide to purchase or subscribe the PD Debt Instruments, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the Directive 2010/73/EU, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in the Relevant Member State.

5 The United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any PD Debt Instruments in circumstances in which section 21(1) of the FSMA would not, if MGL was not an authorised person, apply to MGL; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any PD Debt Instruments in, from or otherwise involving the United Kingdom.

6 Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any PD Debt Instruments (except for PD Debt Instruments which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) (as amended) of Hong Kong (the “**Securities and Futures Ordinance**”)) other than:
 - (i) to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; or
 - (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) (as amended) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued, or had in its possession for the purpose of issue, and will not issue, or have in its possession for the purpose of issue (in each case whether in Hong Kong or elsewhere) any advertisement, invitation or other offering material or other document relating to the PD Debt Instruments, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the applicable securities laws of Hong Kong) other than with respect to PD Debt

Instruments which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance and any rules made under the Securities and Futures Ordinance.

7 Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge that this Base Prospectus has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore, and the PD Debt Instruments will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore, as amended (“**Securities and Futures Act**”).

Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold and will not offer or sell any PD Debt Instruments or caused the PD Debt Instruments to be made the subject of an invitation for subscription or purchase and has not circulated or distributed, nor will it circulate or distribute the Base Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any PD Debt Instruments, whether directly or indirectly, to any person in Singapore other than:

- (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act) pursuant to Section 274 of the Securities and Futures Act;
- (b) to a relevant person (as defined in Section 275(2) of the Securities and Futures Act) pursuant to Section 275(1) of the Securities and Futures Act, or to any person pursuant to Section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in Section 275 of the Securities and Futures Act; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Each Dealer has further represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, to notify (whether through the distribution of this Base Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any PD Debt Instruments or otherwise) each of the following relevant persons specified in Section 275 of the Securities and Futures Act which has subscribed or purchased PD Debt Instruments from and through that Dealer, namely a person who is:

- (1) a corporation (which is not an accredited investor (as defined in Section 4A of the Securities and Futures Act)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (2) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined under Section 239(1) of the Securities and Futures Act) of that corporation or the beneficiaries' rights and interest (however described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the PD Debt Instruments pursuant to an offer made under Section 275 of the Securities and Futures Act except:

- (i) to an institutional investor or to a relevant person defined under Section 275(2) of the Securities and Futures Act, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the Securities and Futures Act;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the Securities and Futures Act; or
- (v) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

8 Japan

The PD Debt Instruments have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold, and will not, directly or indirectly, offer or sell any PD Debt Instruments in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act of Japan (Act No. 228 of 1949), as amended) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

9 Republic of Korea

The PD Debt Instruments have not been and will not be registered under the Financial Investment Services and Capital Markets Act of Korea.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the PD Debt Instruments have not been and will not be offered, delivered or sold directly or indirectly in Korea or to any resident of Korea (as defined under the Foreign Exchange Transaction Law of Korea and the regulations thereunder) or to others for re-offering or resale directly or indirectly in Korea or to or for the account or benefit of any resident of Korea, except as otherwise permitted under applicable Korean laws and regulations.

Furthermore, a holder of PD Debt Instruments will be prohibited from offering, delivering or selling any PD Debt Instruments, directly or indirectly, in Korea or to any resident of Korea for a period of one year from the date of issuance of such PD Debt Instruments except (i) in the case where the PD Debt Instruments are issued as bonds other than equity-linked bonds, such as convertible bonds, bonds with warrants or exchangeable bonds (but with respect to exchangeable bonds, only those which are exchangeable into shares, convertible bonds or bonds with warrants), and where the other relevant requirements are further satisfied, PD Debt Instruments may be offered, sold or delivered to or for the account or benefit of a Korean resident which falls within certain categories of Qualified Institutional Investors as specified in the Financial Investment Services and Capital Markets Act of Korea, its enforcement Decree and the Regulation on Securities Issuance and Disclosure of Korea, or (ii) as otherwise permitted under applicable Korean law and regulations. The relevant Dealer has undertaken to use commercially reasonable best measures as a Dealer in the ordinary course of its business so that any securities dealer to which it sells PD Debt Instruments confirms that it is purchasing such PD Debt Instruments as principal and agrees with the relevant Dealer that it will comply with the restrictions described above.

10 India

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or transferred and will not offer, sell or transfer in India, directly or indirectly, by means of any document, any PD Debt Instruments (a) other than to persons permitted to acquire the PD Debt Instruments under Indian law, whether as a principal or an agent, or (b) in circumstances which would constitute an offering to the public within the meaning of the Companies Act, 1956 of India, and that this Base Prospectus and any document by means of which it offers the PD Debt Instruments will not be generally distributed or circulated in India and will be for the sole consideration and exclusive use of the persons permitted to acquire the PD Debt Instruments under Indian law to whom it is issued or passed on.

The PD Debt Instruments have not been approved by the Securities and Exchange Board of India, Reserve Bank of India or any other regulatory authority of India, nor have the foregoing authorities approved this Base Prospectus or confirmed the accuracy or determined the adequacy of the information contained in it. This Base Prospectus has not been and will not be registered as a prospectus or a statement in lieu of a prospectus with the Registrar of Companies in India. Prospective investors must seek legal advice as to whether they are entitled to subscribe to the PD Debt Instruments and must comply with all relevant Indian laws in this respect. Each investor is deemed to have acknowledged and agreed that it is eligible to invest in the PD Debt Instruments under applicable laws and regulations and that it is not prohibited under any law or regulation in India from acquiring, owning or selling the PD Debt Instruments.

11 Canada

The PD Debt Instruments are not and will not be qualified for sale under the securities laws of any province or territory of Canada. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered, sold, delivered or transferred and will not offer, sell, deliver or transfer any PD Debt Instruments, directly or indirectly, in Canada or to or for the benefit of any resident of Canada, other than in compliance with the applicable securities laws of any province or territory of Canada; and
- (b) it has not and will not distribute or deliver the Base Prospectus or any Final Terms, advertisement or other offering material relating to the PD Debt Instruments in Canada, other than in compliance with the applicable securities laws of any province or territory of Canada.

12 People's Republic of China

Each Dealer has represented, warranted and agreed that the PD Debt Instruments are not being offered or sold and may not be offered or sold, directly or indirectly, in the PRC, except as permitted by the securities law of the PRC.

13 Malaysia

- (i) The PD Debt Instruments may not be offered or sold in Malaysia unless such offer, sale or invitation falls within: Schedule 5 to the Capital Markets and Services Act 2007 (the “CMSA”);
- (ii) Schedule 6 or 7 to the CMSA as an “excluded offer” or “excluded invitation” or “excluded issue” within the meaning of Sections 229 and 230 of the CMSA and, where such PD Debt Instruments are debentures (as defined in the CMSA); or
- (iii) Schedule 8 such that the trust deed requirements in the CMSA are not applicable.

Accordingly, each Dealer has represented and undertaken, and each further Dealer appointed under the Programme will be required to represent and undertake, that it has not offered or sold and will not offer or sell any of the PD Debt Instruments directly or indirectly, in Malaysia, unless such offer, sale or invitation falls within:

- (i) Schedule 5 of the CMSA;
- (ii) Schedule 6 or 7 to the CMSA as an “excluded offer” or “excluded invitation” or “excluded issue” within the meaning of sections 229 and 230 of the CMSA and where such PD Debt Instruments are debentures; or
- (iii) Schedule 8 such that the trust deed requirements in the CMSA are not applicable.

No proposal has been submitted to the Securities Commission Malaysia for its recognition under the CMSA in respect of the PD Debt Instruments, and no prospectus, trust deed or deed which complies with the requirements of the CMSA and the guidelines of the Securities Commission Malaysia has been or will be registered with the Securities Commission under the CMSA.

In addition to the above, the PD Debt Instruments may not be offered or sold in or from within the Federal Territory of Labuan without the prior written approval of the Labuan Financial Services Authority (“**LFSA**”) or otherwise in compliance with the Labuan Financial Services and Securities Act 2010 (“**LFSSA**”) unless such offer, sale or invitation falls within section 8(5) of the LFSSA. Each Dealer has represented and undertaken, and each further Dealer appointed under the Programme will be required to represent and undertake, that it has not offered or sold and will not offer or sell any of the PD Debt Instruments directly or indirectly, in or from within the Federal Territory of Labuan except in compliance with the LFSSA. No proposal has been submitted to the LFSA for its approval under the LFSSA in respect of the PD Debt Instruments, and no prospectus which complies with the requirements of the LFSSA has been or will be registered with the LFSA under the LFSSA.

14 Mexico

Under the Mexican Securities Market Law, the PD Debt Instruments have not been, and will not be, registered with the Mexican National Securities Registry (*Registro Nacional de Valores*) maintained by the Mexican National Banking and Securities Commission (*Comision Nacional Bancaria y de Valores*; the “**CNBV**”) and may not be offered or sold publicly in the United Mexican States or be the subject of brokerage activities in the United Mexican States. Pursuant to Article 8 of the Mexican Securities Market Law, the PD Debt Instruments may be offered or sold by non-Mexican broker-dealers, on a private placement basis, as an offering not requiring any approval from the CNBV, to Mexican investors that are deemed as qualified or institutional investors (*inversionistas institucionales or inversionistas calificados*).

15 Taiwan

The PD Debt Instruments have not been, and will not be, registered with the Financial Supervisory Commission of Taiwan, the Republic of China ("**Taiwan**") pursuant to applicable securities laws and regulations. No person or entity in Taiwan is authorised to distribute or otherwise intermediate the offering of the PD Debt Instruments or the provision of information relating to the Programme, including, but not limited to, this Base Prospectus. The PD Debt Instruments may be made available for purchase from outside Taiwan by investors residing in Taiwan (either directly or through properly licensed Taiwan intermediaries acting on behalf of such investors), but may not be issued, offered or sold in Taiwan. Any subscriptions of the PD Debt Instruments shall only become effective upon acceptance by the Issuer or relevant Dealer outside Taiwan and, unless otherwise specified in the subscription documents relating to the securities signed by the investors, shall be deemed a contract entered into in the jurisdiction of incorporation of the Issuer or relevant Dealer, as the case may be.

16 Changes to these selling restrictions

These selling restrictions may be changed by the Issuer and a Dealer including following a change in, or clarification of, a relevant law, regulation, directive, request or guideline having the force of law or compliance with which is in accordance with the practice of responsible financial institutions in the country or jurisdiction concerned or any change in or introduction of any of them or in their interpretation or administration. Any change will be set out in the Final Terms issued in respect of the PD Debt Instruments to which it relates.

Persons into whose hands this Base Prospectus comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell, transfer or deliver PD Debt Instruments or have in their possession or distribute such offering material and to obtain any consent, approval or permission required by them for the purchase, offer, sale, transfer or delivery by them of any PD Debt Instruments under the law and regulations in force in any country or jurisdiction to which they are subject or in which they make such purchases, offers, sales, transfers or deliveries, in all cases at their own expense, and neither Issuer nor any Dealer shall have responsibility therefor. In accordance with the above, any PD Debt Instruments purchased by any person which it wishes to offer for sale or resale may not be offered in any country or jurisdiction in circumstances which would result in the Issuer being obliged to register this Base Prospectus or any further prospectus or corresponding document relating to the PD Debt Instruments in such country or jurisdiction.

9. Taxation

If you are considering applying for PD Debt Instruments, it is important that you understand the taxation consequences of investing in the PD Debt Instruments. It is recommended that you read this section and discuss the taxation consequences with your tax adviser, financial adviser or other professional adviser before deciding whether to invest in the PD Debt Instruments.

Australian Taxation

*The following is a general summary of certain Australian withholding tax consequences under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, “**Australian Tax Act**”), the Taxation Administration Act 1953 of Australia and any relevant regulations, rulings or judicial or administrative pronouncements, at the date of this Base Prospectus, of payments of interest and certain other amounts on the PD Debt Instruments to be issued by the Issuer under the Programme and certain other Australian tax matters. It is a summary of the Australian withholding taxes that could apply in relation to the issue, transfer and settlement of PD Debt Instruments issued under the Programme. This summary is not exhaustive and does not deal with any Australian income tax aspects of acquiring, holding or disposing of the PD Debt Instruments.*

This summary applies to non-residents of Australia (other than non-residents that acquire PD Debt Instruments in carrying on a business at or through a permanent establishment in Australia) and Australian residents acting at or through a permanent establishment outside of Australia. It does not apply to Australian residents or non-residents of Australia that acquire PD Debt Instruments in carrying on a business at or through a permanent establishment in Australia. It is not exhaustive and should be treated with appropriate caution. In particular, the summary does not deal with the position of certain classes of PD Debt Instrument Holders (including, without limitation, dealers in securities, custodians or other third parties who hold PD Debt Instruments on behalf of other persons). In addition, unless otherwise stated, the summary does not consider the Australian tax consequences for persons who hold interests in PD Debt Instruments through Euroclear, Clearstream, Luxembourg or another clearing system.

Prospective PD Debt Instrument Holders should also be aware that particular terms of issue of any Series of PD Debt Instruments may affect the tax treatment of that and other Series of PD Debt Instruments.

This summary is not intended to be, nor should it be, construed as legal or tax advice to any particular investor. Prospective holders of PD Debt Instruments should consult their professional advisers on the tax implications of an investment in the PD Debt Instruments for their particular circumstances.

1 Introduction

The Australian Tax Act characterises securities as either “debt interests” (for all entities) or “equity interests” (for companies) including for the purposes of Australian interest withholding tax imposed under Division 11A of the Australian Tax Act (“**IWT**”) and dividend withholding tax. IWT is payable at a rate of 10% of the gross amount of interest paid by MGL to a non-resident of Australia (other than a non-resident acting at or through a permanent establishment in Australia) or an Australian resident acting at or through a permanent establishment outside Australia, unless an exemption is available. For these purposes, “interest” is defined in section 128A(1AB) of the Australian Tax Act to include amounts in the nature of, or in substitution for, interest and certain other amounts.

Furthermore, section 128AA of the Australian Tax Act deems certain amounts to be interest for the purposes of the IWT provisions. Specifically, on a future disposal of a PD Debt Instrument by a non-resident PD Debt Instrument Holder to an Australian resident (who does not acquire them

in carrying on business at or through a permanent establishment outside Australia) or a non-resident who acquires them in carrying on business at or through a permanent establishment in Australia, section 128AA of the Australian Tax Act can treat a portion of the transfer price of the PD Debt Instrument as interest for IWT purposes, if the PD Debt Instrument is classified as a “qualifying security”. In broad terms, qualifying securities include certain PD Debt Instruments which are originally issued at a discount, have a maturity premium or under which interest is not payable at least annually. If the PD Debt Instruments are not issued at a discount, do not have a maturity premium and have interest payable at least annually, this interest deeming rule should not apply to the PD Debt Instruments.

2 Interest Withholding Tax

An exemption from IWT is available in respect of PD Debt Instruments issued by the Issuer if those PD Debt Instruments are characterised as “debentures” and are not characterised as “equity interests” for the purposes of the Australian Tax Act and the requirements of section 128F of the Australian Tax Act are satisfied. MGL intends to issue PD Debt Instruments which will be characterised as “debentures” and which are not “equity interests” for these purposes and will satisfy the requirements of section 128F of the Australian Tax Act.

If PD Debt Instruments are issued which are not so characterised or which do not satisfy the requirements of section 128F of the Australian Tax Act, further information on the material Australian withholding tax consequences of payments of interest and certain other amounts on those PD Debt Instruments will be specified in the relevant Final Terms (or another relevant supplement to this Base Prospectus).

The requirements that must be satisfied for an exemption from IWT in section 128F to apply in respect of the PD Debt Instruments issued by MGL are as follows:

- (a) MGL is a company as defined in section 128F(9) of the Australian Tax Act and is a resident of Australia when it issues those PD Debt Instruments and when interest is paid;
- (b) those PD Debt Instruments are issued in a manner which satisfies the public offer test in section 128F of the Australian Tax Act. There are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that MGL is offering those PD Debt Instruments for issue. In summary, the five methods are:
 - (i) offers to 10 or more unrelated persons carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets;
 - (ii) offers to 100 or more investors of a certain type;
 - (iii) offers of listed PD Debt Instruments;
 - (iv) offers via publicly available information sources; and
 - (v) offers to a dealer, manager or underwriter who offers to sell those PD Debt Instruments within 30 days by one of the preceding methods.

In addition, the issue of any of those PD Debt Instruments (whether in global form or otherwise) and the offering of interests in any of those PD Debt Instruments by one of these methods should satisfy the public offer test;

- (c) MGL does not know, or have reasonable grounds to suspect, at the time of issue, that those PD Debt Instruments or interests in those PD Debt Instruments were being, or would later be, acquired, directly or indirectly, by an “associate” of MGL, except as permitted by section 128F(5) of the Australian Tax Act; and
- (d) at the time of the payment of interest, MGL does not know, or have reasonable grounds to suspect, that the payee is an “associate” of MGL, except as permitted by section 128F(6) of the Australian Tax Act.

Compliance with section 128F of the Australian Tax Act

Unless otherwise specified in any relevant Final Terms (or another supplement to this Base Prospectus), MGL intends to issue the PD Debt Instruments in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

Interest withholding tax exemptions under certain double tax conventions

The Australian Government has signed new or amended double tax conventions (“**Double Tax Treaties**”) with a number of countries (each a “**Specified Country**”), under which an exemption from IWT is available in certain circumstances. In broad terms, the Double Tax Treaties effectively prevent IWT applying to interest derived by:

- the government of the relevant Specified Country and certain governmental authorities and agencies in the Specified Country; and
- a “financial institution” which is a resident of a “Specified Country” and which is unrelated to and dealing wholly independently with MGL. The term “financial institution” refers to either a bank or any other form of enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest paid under a back-to-back loan or an economically equivalent arrangement will not qualify for this exemption.

Bearer PD Debt Instruments - section 126 of the Australian Tax Act

Section 126 of the Australian Tax Act imposes a type of withholding tax (see below for the rate of withholding tax) on the payment of interest on Bearer PD Debt Instruments if MGL fails to disclose the names and addresses of the holders of Bearer PD Debt Instruments to the Australian Taxation Office (“**ATO**”), but is limited in its application to holders of Bearer PD Debt Instruments who are residents of Australia or non-residents who are engaged in carrying on business in Australia at or through a permanent establishment in Australia. Where interests in the relevant Bearer PD Debt Instruments are held through Euroclear, Clearstream Luxembourg, or the CMU Service, MGL intends to treat the relevant operator of those clearing systems as the PD Debt Instrument Holder for the purposes of section 126 of the Australian Tax Act.

The rate of withholding tax is currently 45% for the 2017-18 income year.

Payment of additional amounts

As set out in more detail in the applicable Final Terms of the PD Debt Instruments, if MGL is at any time compelled or authorised by law to withhold or deduct an amount in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by Australia or Victoria or any political subdivision or taxing authority therein or thereof in respect of the PD Debt Instruments, MGL must, subject to certain exceptions, pay such additional amounts as may be necessary in order to ensure that the net amount received by

each PD Debt Instrument Holder after such withholding or deduction is equal to the respective amount which would have been received had no such withholding or deduction been required. If MGL is compelled by law in relation to any PD Debt Instrument to make any such withholding or deduction and is required to pay the additional amounts mentioned above, MGL will have the option to redeem those PD Debt Instruments in accordance with the applicable Final Terms.

3 Other Australian tax matters

Under Australian laws as presently in effect:

- (a) *death duties* - no PD Debt Instruments will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- (b) *stamp duty and other taxes* - no ad valorem stamp duty or issue, registration or similar taxes are payable in any Australian State or Territory on the issue or the transfer of any PD Debt Instruments;
- (c) *TFN withholding taxes* - withholding tax is imposed (see below for the rate of withholding tax) on the payment of interest on Registered PD Debt Instruments unless the relevant PD Debt Instrument Holder has quoted a tax file number ("TFN"), in certain circumstances an Australian Business Number ("ABN") or proof of some other exception (as appropriate).

Assuming the requirements of section 128F are satisfied with respect to the PD Debt Instruments, then the TFN withholding requirements of Australia's tax legislation do not apply to payments to a holder of Registered PD Debt Instruments who is not a resident of Australia and does not hold those PD Debt Instruments in the course of carrying on business at or through a permanent establishment in Australia. Payments to other persons or in other circumstances may be subject to a TFN withholding where that person does not quote a TFN or (if applicable) an Australian Business Number or provide proof of an appropriate exemption.

Under current law, a withholding rate of 47% applies for the 2017-18 and 2018-19 income years;

- (d) *supply withholding tax* - payments in respect of the PD Debt Instruments can be made free and clear of the "supply withholding tax" imposed under Australia's tax legislation;
- (e) *goods and services tax ("GST")* - none of the issue or receipt of the PD Debt Instruments, the payment of principal or interest by MGL nor the disposal of PD Debt Instruments will give rise to any GST liability in Australia;
- (f) *additional withholdings from certain payments to non-Australian residents* – the Governor-General may make regulations requiring withholding from certain payments to non-Australian residents (other than payments of interest or other amounts which are already subject to the current IWT rules or specifically exempt from those rules). Regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to the assessable income of foreign residents. The possible application of any future regulations to the proceeds of any sale of the PD Debt Instruments will need to be monitored; and
- (g) *garnishee directions by the Commissioner of Taxation* – the Commissioner of Taxation of Australia may give a direction under section 255 of the Australian Tax Act or section 260-5 of Schedule 1 of the Taxation Administration Act 1953 of Australia (or any other

analogous provision under another statute) requiring MGL to deduct from any payment to any other entity (including any PD Debt Instrument Holder) any amount in respect of Australian tax payable by that other entity. If MGL is served with such a direction in respect of a PD Debt Instrument Holder, then MGL will comply with that direction and, accordingly, will make any deduction or withholding in connection with that direction. For example, in broad terms, if an amount was owing by MGL to a PD Debt Instrument Holder and that holder had an outstanding Australian tax-related liability owing to the Commissioner, the Commissioner may issue a notice to MGL requiring MGL to pay the Commissioner the amount owing to the holder.

United Kingdom Taxation

The following is a summary of the withholding taxation treatment and information reporting requirements under current United Kingdom tax law and HM Revenue & Customs ("HMRC") published practice at the date of this Base Prospectus in relation to PD Debt Instruments issued by MGL. It is a general guide, is not intended to be exhaustive and should be treated with appropriate caution. It relates only to the position of persons who are the absolute beneficial owners of their PD Debt Instruments and Coupons and may not, in whole or in part, apply where the income is deemed for tax purposes to be the income of any other person or apply to certain classes of persons such as dealers or certain professional investors or persons connected with MGL. The United Kingdom tax treatment of prospective PD Debt Instrument Holders depends on their individual circumstances and may be subject to change in the future (possibly with retroactive effect). This summary does not purport to be legal or tax advice. PD Debt Instrument Holders who are in any doubt as to their tax position should consult their professional advisers on the tax implications of an investment in the PD Debt Instruments for their particular circumstances.

1 Interest Withholding Tax - General

No withholding or deduction for or on account of United Kingdom taxes will be required in respect of interest on the PD Debt Instruments unless it has a United Kingdom source. To the extent that interest payable on the PD Debt Instruments does have a United Kingdom source:

- (a) there is no requirement for any deduction or withholding for or on account of United Kingdom income tax in respect of any interest where the maturity of PD Debt Instrument in respect of which the interest is paid is less than one year and the PD Debt Instrument does not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days;
- (b) payments of interest on PD Debt Instruments issued by MGL may be made without withholding or deduction for or on account of United Kingdom income tax provided that the PD Debt Instruments constitute "quoted Eurobonds" within the meaning of Section 987 of ITA 2007. PD Debt Instruments will constitute "quoted Eurobonds" within the meaning of Section 987 of ITA 2007 if they carry a right to interest and remain listed on a "recognised stock exchange" within the meaning of Section 1005 of ITA 2007. The London Stock Exchange is a recognised stock exchange for these purposes. PD Debt Instruments will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000 (UK)) and are admitted to trading on the London Stock Exchange. Provided, therefore, that the PD Debt Instruments remain so listed, interest on the PD Debt Instruments will be payable without withholding or deduction on account of United Kingdom income tax;
- (c) payments of interest on the PD Debt Instruments may also be paid without withholding or deduction on account of United Kingdom income tax where interest on the PD Debt Instruments is paid by a company and, at the time the payment is made, that company

reasonably believes (and any person by or through whom interest on the PD Debt Instruments is paid reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest, provided that HMRC has not given a direction (in circumstances where it has reasonable grounds to believe that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest shall be paid under deduction of tax; and

- (d) in all other cases, United Kingdom source interest will generally be paid under deduction of income tax at the basic rate (currently 20%). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a holder of PD Debt Instruments, HMRC can, on application by such holder, issue a notice to MGL to pay interest to that holder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

2 Interest Withholding Tax – Discounts and other returns

There is generally no withholding or deduction for, or on account of, United Kingdom taxes in respect of any “discount” in respect of a discounted PD Debt Instrument even in a case where such discount has a United Kingdom source. Where any PD Debt Instruments are to be, or may fall to be redeemed at a premium, as opposed to being issued as a discount, then any such element of premium may constitute a payment of interest. Payments of interest are subject to the deduction or withholding for or on account of United Kingdom income tax as outlined above.

EU Financial Transactions Tax

On 14 February 2013, the European Commission published a proposal for a Council Directive (the “**Draft Directive**”) for a common financial transaction tax (the “**FTT**”) in eleven Member States (Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Spain, Slovakia and Slovenia). However, Estonia has since stated it will not participate. The remaining ten Member States are seeking to adopt the FTT levy on an enhanced co-operation basis.

Pursuant to the Draft Directive, the FTT would be payable on “financial transactions” within its scope. Those transactions would broadly include derivatives and the purchase and sale of financial assets (bonds, equities, repos and stock lending) as well as material modifications of such transactions. It would exclude spot transactions in currency, commodities, etc., and insurance contracts, loan originations, credit cards, cash payments and the issuance of debt and equity instruments.

Under the Draft Directive the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would be payable on a financial transaction where at least one party is a financial institution (acting as agent or principal) and at least one party is established in a participating Member State. A party may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including where it is (a) a party which has a branch in a participating Member State, in respect of a financial transaction being carried out by that branch; (b) a financial institution that is a party (whether as agent or principal) to, or acting in the name of a party to, a financial transaction with a party deemed to be established in a participating Member State; (c) a financial institution that is a party (whether as agent or principal) to, or acting in the name of a party to, a financial transaction in relevant financial instruments issued in a participating Member State; or (d) a natural or legal person who is a party to a financial transaction in relevant financial instruments issued in a participating Member State.

Implementation of the Draft Directive in its present form in any of the participating Member States could result in increased transaction costs for:

- (a) MGL in relation to certain transactions entered into by it (as principal or agent) in certain circumstances; and
- (b) investors in the secondary market who in certain circumstances sell or purchase notes issued by MGL.

Although the European Union member states proposing to participate in a financial transaction tax issued a joint statement in December 2015 indicating their intention to make decisions on the remaining open issues by the end of June 2016, the proposal has not yet been finalised. The Council of the European Union most recently discussed the progress of work on these open issue on 6 December 2016, however further negotiations have been indefinitely postponed. The scope, legality and coming into force of any such tax remains uncertain, particularly in the context of the United Kingdom's proposed exit from the European Union, as the FTT could complicate any future trade deal negotiations between the United Kingdom and the European Union. Additional EU Member States may decide to participate and/or other participating Member States may decide to withdraw.

U.S. Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("**FATCA**") impose a reporting regime and a 30% withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a "**foreign financial institution**", or "**FFI**" (as defined by FATCA)) that does not become a "participating FFI" by entering into an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide the IRS with certain information in respect of its account holders and investors and is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States Account" of the Issuer.

The withholding regime is in effect for payments from sources within the United States and will apply to "foreign passthru payments" (a term not yet defined) no earlier than 1 January 2019. This withholding would potentially apply to payments in respect of (i) any PD Debt Instruments characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or after the "grandfathering date", which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified on or after the grandfathering date and (ii) any PD Debt Instruments characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If PD Debt Instruments referred to in paragraph (i) above are issued before the grandfathering date, and additional PD Debt Instruments of the same series are issued on or after that date, the additional PD Debt Instruments (and, in certain circumstances, the original PD Debt Instruments if not distinguishable from additional PD Debt Instruments) may not be treated as grandfathered, which may have negative consequences for the PD Debt Instruments, including a negative impact on market price.

The Australian Government and the U.S. Government have signed an intergovernmental agreement ("**Australian IGA**") in respect of FATCA on 28 April 2014. Under the Australian IGA, an FFI may be required to provide the ATO with information on financial accounts (for example, the PD Debt Instruments) held by U.S. persons and recalcitrant account holders. The ATO is required to provide such information to the IRS. Consequently, PD Debt Instrument Holders may be requested to provide certain information and certifications to the Issuer and to any other financial institutions through which payments on the PD Debt Instruments are made in order for the Issuer and such other financial institutions to comply with their FATCA obligations.

If the Issuer is treated as a Reporting Australian Financial Institution pursuant to the Australian IGA, it does not anticipate that it will be obliged to deduct any withholding for or on account of FATCA (“**FATCA Withholding**”) on payments it makes.

If an amount in respect of FATCA Withholding were to be deducted or withheld from interest, principal or other payments made in respect of the PD Debt Instruments, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the PD Debt Instruments, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected.

Whilst the PD Debt Instruments are in global form and held within the clearing systems, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the PD Debt Instruments by the Issuer, any paying agent or the Common Depositary or common safekeeper as the case may be, given that each of the entities in the payment chain beginning with the Issuer and ending with the clearing systems is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the PD Debt Instruments. The documentation expressly contemplates the possibility that the PD Debt Instruments may go into definitive form and therefore that they may be taken out of the clearing systems. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA Withholding. However, definitive PD Debt Instruments will only be printed in remote circumstances.

FATCA is particularly complex legislation.

Investors should consult their own tax advisers to determine how these rules may apply to payments they will receive under the PD Debt Instruments and the impact of the Australian IGA and implementing legislation.

OECD Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information in Tax Matters (“**CRS**”) requires certain financial institutions to report information regarding certain accounts (which may include the PD Debt Instruments) to their local tax authority and follow related due diligence procedures. Holders of the PD Debt Instruments may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed a CRS Competent Authority Agreement may provide this information to other jurisdictions that have also signed the CRS Competent Authority Agreement. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 (Cth) to give effect to the CRS. The CRS applies to Australian financial institutions with effect from 1 July 2017.

10. Important Legal Information

Forward-Looking Statements about MGL

This Base Prospectus includes statements that are, or may be deemed to be, 'forward-looking statements'. These forward-looking statements can be identified by the use of forward-looking expressions, including the terms '*believes*', '*estimates*', '*anticipates*', '*expects*', '*intends*', '*may*', '*will*' or '*should*' or, in each case, their negative or other variations or similar expressions, or by discussions of strategy, plans, objectives, goals, future events or intentions. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Base Prospectus and include, but are not limited to, those regarding MGL's financial position, business strategy, plans and objectives of management for future operations. By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements are not guarantees of future performance and the actual results, performance or achievements of MGL, its financial condition, liquidity and industry results, may differ materially from those described in, or suggested by the forward-looking statements contained in this Base Prospectus. In addition, even if the results of MGL's financial condition, liquidity and industry results, are consistent with the forward-looking statements contained in this Base Prospectus, those results and developments may not be indicative of results or developments in subsequent periods. These and other factors are discussed in more detail under the section headed "Risk Factors". Many of these factors are beyond the control of MGL. Should one or more of these risks or uncertainties materialise, or should underlying assumptions on which the forward-looking statements are based prove incorrect, actual results may vary materially from those described in this Base Prospectus as anticipated, believed, estimated or expected. Except to the extent required by laws and regulations, MGL does not intend, and does not assume any obligation, to update any forward-looking statements set out in this Base Prospectus.

This Base Prospectus is based on English law in effect as of the date of issue of this Base Prospectus. Except to the extent required by laws and regulations, MGL does not intend, and does not assume any obligation, to update the Base Prospectus in light of the impact of any judicial decision or change to English law or administrative practice after the date of this Base Prospectus.

Benchmark Regulation

Interest and/or other amounts payable under the PD Debt Instruments may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of the Benchmark Regulation. If any such reference rate does constitute such a benchmark, the Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmark Regulation. Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the applicable Final Terms. The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, MGL does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

Stabilisation

In connection with the issue of any Tranche of PD Debt Instruments, the Dealer or Dealers (if any) appointed as the stabilising manager(s) (the “**Stabilising Manager(s)**”) (or any person acting on behalf of any Stabilising Manager(s)) may over-allot PD Debt Instruments or effect transactions outside Australia and on a market operated outside Australia with a view to supporting the market price of the PD Debt Instruments at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur.

Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of PD Debt Instruments is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of PD Debt Instruments and 60 days after the date of the allotment of the relevant Tranche of PD Debt Instruments. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

Dissemination of Credit Ratings

There are references in this Base Prospectus to credit ratings. A credit rating is not a recommendation to buy, sell or hold the PD Debt Instruments and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency.

Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Base Prospectus and anyone who receives this Base Prospectus must not distribute it to any person who is not entitled to receive it.

Representations and Warranties of Investors

THE PD DEBT INSTRUMENTS DESCRIBED IN THIS BASE PROSPECTUS HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (“**SECURITIES ACT**”). THE PD DEBT INSTRUMENTS ARE BEING OFFERED AND SOLD SOLELY IN “OFFSHORE TRANSACTIONS” TO PERSONS THAT ARE NOT, AND ARE NOT ACTING FOR THE ACCOUNT OR BENEFIT OF, “U.S. PERSONS”, IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT. TERMS USED IN THIS PARAGRAPH HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

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Each initial and subsequent purchaser of PD Debt Instruments will be deemed to have acknowledged, represented and agreed to and with MGL and each Dealer as follows:

- 1 The PD Debt Instruments have not been, and will not be, registered under the Securities Act or any other applicable securities law and, accordingly, none of the PD Debt Instruments may be offered, sold, transferred, pledged, encumbered or otherwise disposed of unless in accordance with, and subject to, applicable law and the transfer restrictions described in this Base Prospectus.
- 2 It is a purchaser acquiring such PD Debt Instruments in an offshore transaction occurring outside the United States within the meaning of Regulation S and that it is not a “U.S. person” (and is not acquiring such PD Debt Instruments for the account or benefit of a U.S. person) within the meaning of Regulation S.

- 3 It acknowledges that MGL, the Dealers and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and it agrees that, if any of the acknowledgments, representations or warranties deemed to have been made by it in connection with its purchase of PD Debt Instruments are no longer accurate, it shall promptly notify MGL and the Dealer through which it purchased any PD Debt Instruments. If it is acquiring any PD Debt Instruments as a fiduciary or agent for one or more accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such account.
- 4 It is not an Offshore Associate (as defined below) and, if it purchases the PD Debt Instruments as part of the primary distribution of the PD Debt Instruments, it will not sell any of the PD Debt Instruments (or any interest in any of the PD Debt Instruments) to any person as part of the primary distribution of the PD Debt Instruments, if, at the time of such sale, its employees directly involved in the sale knew or had reasonable grounds to suspect that, as a result of the sale, such PD Debt Instruments would be acquired (directly or indirectly) by an Offshore Associate. "Offshore Associate" means an associate (within the meaning of section 128F(9) of the Income Tax Assessment Act of 1936 of Australia) of MGL that is either a non-resident of Australia that does not acquire the PD Debt Instruments in carrying on a business at or through a permanent establishment in Australia, or a resident of Australia that acquires the PD Debt Instruments in carrying on a business at or through a permanent establishment outside Australia, provided that an associate acting in the capacity of a dealer, manager or underwriter in relation to the placement of the PD Debt Instruments, or a clearing house, custodian, funds manager or responsible entity of a registered managed investment scheme under the Corporations Act is not an Offshore Associate for these purposes. For the avoidance of doubt, if its employees directly involved in a sale of PD Debt Instruments do not know or suspect that a person is an associate of MGL, nothing in this paragraph 4 obliges it or its employees to make positive enquiries of that person to confirm that that person is not an Offshore Associate.

11. Use of Proceeds

Proceeds realised from the issuance of PD Debt Instruments under the Programme will be used by MGL for the Macquarie Group's general corporate purposes or such other purposes as may be specified in the relevant Final Terms.

12. Additional Information

1 Authorisation

MGL has obtained all necessary consents, approvals and authorisations in Australia in connection with the issue and performance of the PD Debt Instruments. The establishment of the Programme and the issue of the PD Debt Instruments by MGL was authorised by resolutions of the board of directors of MGL on 12 November 2007 and various resolutions of a board delegated committee of MGL, most recently on 7 June 2018.

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2 Auditor

The auditor of the Macquarie Group in Australia is PricewaterhouseCoopers.

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3 Other issuance under the Programme

- (a) The Dealer Agreement provides that MGL may issue PD Debt Instruments in a form not contemplated by this Base Prospectus. If any such PD Debt Instruments are to be listed on the London Stock Exchange, MGL will issue a replacement Base Prospectus describing the form (and terms and conditions) of such PD Debt Instruments.
- (b) The Dealer Agreement also provides that MGL may approve any subsidiary of MGL as an additional issuer under the Programme, subject to the satisfaction of certain conditions.
- (c) If an additional issuer wishes to issue PD Debt Instruments to be listed on the London Stock Exchange, a replacement Base Prospectus will be issued by MGL or that additional issuer setting out additional information about that additional issuer and the form (and terms and conditions) of such PD Debt Instruments.

4 Documents available

For so long as any PD Debt Instruments shall be outstanding or the Programme remains in effect, copies of the following documents may be inspected during normal business hours at and copies of documents (e), (f) and (g) are available free of charge from, the specified office of the I&P Agent and any Paying Agent (being Citibank, N.A., London Branch or any of its successors in such capacity), the CMU Lodging Agent (being Citicorp International Limited or any of its successors in such capacity) or any registrar (the “**Registrar**”) as set out at the end of this Base Prospectus and/or from the registered office of MGL:

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- (a) the constitution of MGL;
- (b) the Agency Agreement (which includes the form of the Global PD Debt Instruments, the Definitive PD Debt Instruments, the Coupons, the Talons and the form of certificate relating to the Registered PD Debt Instruments) and any agreement which amends or supplements it;
- (c) the Master Deed of Covenant;
- (d) the 2017 annual report and the 2018 annual report of the Macquarie Group which includes the audited annual financial statements of MGL and MGL consolidated with its controlled entities for the financial years ended 31 March 2017 and 31 March 2018 and the auditor’s reports in respect of such financial statements (see “Selected Financial

Information” on pages 94 to 96 inclusive of this Base Prospectus for further information on the financial statements of MGL and MGL consolidated with its controlled entities);

- (e) each Final Terms for PD Debt Instruments that are listed on the London Stock Exchange or any other stock exchange;
- (f) a copy of this Base Prospectus, together with any supplement to this Base Prospectus; and
- (g) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Base Prospectus.

The Final Terms issued for each Tranche of PD Debt Instruments to be listed on the London Stock Exchange will be published via the Regulatory News Service of the London Stock Exchange at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html.

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This Base Prospectus and the other documents, or portions of documents, incorporated by reference as set out in this Base Prospectus are available on the internet site www.macquarie.com/au/about/investors.

MGL will also provide, without charge, upon the written request of any person, a copy of this Base Prospectus, the Final Terms issued for each Tranche of PD Debt Instruments to be listed on the London Stock Exchange and any or all of the documents which, or portions of which, are incorporated in this Base Prospectus by reference. Written requests for such documents should be directed to MGL at its office set out at the end of this Base Prospectus.

5 Clearing

The PD Debt Instruments have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and International Securities Identification Number (“**ISIN**”) in relation to the PD Debt Instruments of each Series will be specified in the relevant Final Terms. The Issuer may also apply to have the PD Debt Instruments accepted for clearance through the Central Moneymarkets Unit Service (“**CMU Service**”). The relevant CMU instrument number will be specified in the relevant Final Terms.

Pursuant to the Agency Agreement the I&P Agent or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU Lodging Agent shall arrange that, where a further Tranche of PD Debt Instruments is issued which is intended to form a single Series with an existing Tranche of PD Debt Instruments, the PD Debt Instruments of such further Tranche shall be assigned a Common Code and ISIN by Euroclear and Clearstream, Luxembourg or, in the case of PD Debt Instruments cleared through the CMU Service, a CMU instrument number by the CMU Service which are different from the Common Code and ISIN or, in the case of PD Debt Instruments cleared through the CMU Service, the CMU instrument number assigned to PD Debt Instruments of any other Tranche of the same Series until at least 40 days after the completion of the distribution of the PD Debt Instruments of such Tranche.

6 Australian approvals

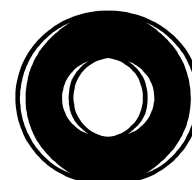
No approvals are currently required under Australian law for or in connection with the issue of the PD Debt Instruments by MGL or for or in connection with the performance and enforceability of such PD Debt Instruments or Coupons. However regulations in Australia prohibit payments, transactions and dealings with assets or named individuals or entities subject to international sanctions or associated with terrorism.

OFFERING CIRCULAR FOR THE ISSUE OF NON-PD DEBT
INSTRUMENTS

MACQUARIE GROUP LIMITED

(ABN 94 122 169 279)

(incorporated with limited liability in the Commonwealth of Australia)



MACQUARIE

Offering Circular for the Issue of Non-PD Debt Instruments

PAGES 121 to 190 INCLUSIVE OF THIS OFFERING MEMORANDUM COMPRISE AN OFFERING CIRCULAR (“OFFERING CIRCULAR”). THIS OFFERING CIRCULAR HAS BEEN PREPARED BY THE ISSUER IN CONNECTION WITH THE ISSUANCE OF DEBT INSTRUMENTS OTHER THAN DEBT INSTRUMENTS TO BE ADMITTED TO THE OFFICIAL LIST OF THE UK LISTING AUTHORITY AND TO BE ADMITTED TO TRADING ON THE LONDON STOCK EXCHANGE’S REGULATED MARKET (“NON-PD DEBT INSTRUMENTS”). THIS OFFERING CIRCULAR HAS NOT BEEN REVIEWED OR APPROVED BY THE UK LISTING AUTHORITY AND DOES NOT CONSTITUTE A PROSPECTUS FOR THE PURPOSES OF THE DIRECTIVE 2003/71/EC, AS AMENDED (“PROSPECTUS DIRECTIVE”). THIS OFFERING CIRCULAR DOES NOT FORM PART OF THE BASE PROSPECTUS.

This Offering Circular is to be read in conjunction with the following sections of the base prospectus set out on pages 1 to 120 inclusive of this Offering Memorandum (“**Base Prospectus**”) (save as amended herein):

- Risk Factors;
- Documents Incorporated by Reference;
- Form of the PD Debt Instruments;
- Macquarie Group Limited;
- Selected Financial Information;
- Subscription and Sale;
- Taxation;
- Important Legal Information;
- Use of Proceeds; and
- Additional Information,

each of which shall be deemed to be incorporated by reference herein. This Offering Circular shall be read on the basis that such sections of the Base Prospectus are so incorporated and form part of this Offering Circular.

Macquarie Group Limited (ABN 94 122 169 279) (“**Issuer**” or “**MGL**”) may offer from time to time unsecured, unsubordinated or subordinated debt obligations as described in this Offering Circular. Non-PD Debt Instruments may be issued under this Offering Circular as specified in the applicable Pricing Supplement (as defined below). Any Non-PD Debt Instruments issued under the Programme on or after the date of this Offering Circular are issued subject to the provisions described herein. This does not

Offering Circular

affect any Non-PD Debt Instruments issued before the date of this Offering Circular. The Issuer has previously published, and may in the future publish, other prospectuses or offering documents in relation to the issue of other classes of debt obligations under the Programme.

The Issuer is not an “authorised deposit-taking institution” (“**ADI**”) for the purposes of the Banking Act 1959 of Australia (“**Banking Act**”), and its obligations do not represent deposits, protected accounts or other liabilities of its subsidiary, Macquarie Bank Limited (ABN 46 008 583 542) (“**MBL**” or “**Macquarie Bank**”). MBL does not guarantee or otherwise provide assurance in respect of the obligations of MGL. In this Offering Circular references to the “**Macquarie Group**” are references to MGL and its controlled entities and references to the “**Macquarie Bank Group**” are references to Macquarie Bank and its controlled entities.

Save to the extent specified herein, terms defined in the sections of the Base Prospectus incorporated by reference herein shall have the same meaning when used in this Offering Circular.

For the purposes of the issue of Non-PD Debt Instruments those sections of the Base Prospectus incorporated by reference herein shall be deemed to be amended and supplemented as follows:

1. all references to the “Programme” shall be references to the programme for the issuance of debt instruments set out in this document;
2. all references to the “Base Prospectus” shall be deemed to be references to the “Offering Circular”;
3. all references to the “Terms and Conditions of the PD Debt Instruments” or “Conditions” shall be deemed to be references to the “Terms and Conditions of the Non-PD Debt Instruments” as set out in Schedule A to the Offering Circular;
4. all references to “Final Terms” shall be deemed to be references to the “Pricing Supplement” set out in Schedule B to the Offering Circular;
5. all references to “PD Debt Instruments” or “Debt Instruments” shall be deemed to be references to “Non-PD Debt Instruments”;
6. all references to “PD Debt Instrument Holders” shall be deemed to be references to “Non-PD Debt Instrument Holders”; and
7. in addition to the Debt Instruments which may be issued under the Programme as described in the “Overview of the Programme” below, the Issuer may issue Non-PD Debt Instruments on such other terms as may be set out in the applicable Pricing Supplement.

Important Notices

This Offering Circular has not been, nor will be, lodged with the Australian Securities and Investments Commission ("ASIC") and is not a 'prospectus' or other 'disclosure document' for the purposes of the Corporations Act. In addition, see the selling restrictions in "Subscription and Sale" incorporated into and forming part of this Offering Circular.

This Offering Circular has been prepared on the basis that any offer of Non-PD Debt Instruments in any Member State of the European Economic Area which has implemented the Prospectus Directive (each a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Non-PD Debt Instruments or otherwise will not be subject to such requirements. Accordingly any person making or intending to make an offer in that Relevant Member State of Non-PD Debt Instruments which are the subject of an offering contemplated in this Offering Circular as completed by the relevant Pricing Supplement in relation to the offer of those Non-PD Debt Instruments may only do so in the circumstances in which no obligation arises for the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Non-PD Debt Instruments in circumstances in which an obligation arises for an Issuer or any Dealer to publish or supplement a prospectus for such offer.

The Non-PD Debt Instruments have not been and will not be registered under the U.S. Securities Act of 1933, as amended ("**Securities Act**") and will be issued in bearer or registered form. The Non-PD Debt Instruments are being offered outside the United States by the Dealers in accordance with Regulation S under the Securities Act, and may not be offered, sold, resold or delivered within the United States or to, or for the account or benefit of, "**U.S. persons**" except in accordance with Regulation S under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Non-PD Debt Instruments in bearer form with a maturity of more than one year are subject to U.S. tax law requirements and, pursuant to the terms of the Programme, may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by the U.S. Internal Revenue Code of 1986, as amended ("**U.S. Internal Revenue Code**") and U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and U.S. tax regulations.

The pricing supplement ("**Pricing Supplement**") issued for each Tranche of Non-PD Debt Instruments will contain details of the aggregate principal amount of the Tranche of Non-PD Debt Instruments and the interest (if any) payable in respect of, and the issue price, issue date and maturity date of the Tranche of Non-PD Debt Instruments, together with any other terms and conditions not contained in this Offering Circular which apply to that Tranche of Non-PD Debt Instruments. In addition, as agreed between MGL and the relevant Dealer(s), Pricing Supplement may also be issued for other Tranches of Non-PD Debt Instruments.

Responsibility

MGL accepts responsibility for the information contained in this Offering Circular. To the best of MGL's knowledge (after having taken reasonable care to ensure that such is the case), the information contained in this Offering Circular is in accordance with the facts and this Offering Circular contains no omission likely to affect its import.

If any person intending to acquire, or acquiring, any Non-PD Debt Instruments is in any doubt about whether it can rely on this Offering Circular and/or who is responsible for its contents it should take legal advice.

Documents incorporated by reference

This Offering Circular is to be read in conjunction with the documents which are incorporated herein by reference (see “Documents incorporated by reference” set out on pages 30 to 31 of the Base Prospectus as incorporated by reference into and forming part of this Offering Circular). This Offering Circular shall, save as specified herein, be read and construed on the basis that such documents are so incorporated and form part of this Offering Circular. Investors should review, amongst other things, the documents deemed to be incorporated herein by reference when deciding whether or not to purchase any Non-PD Debt Instruments.

No independent verification or advice

None of the Dealers (as named on the cover page of this Offering Memorandum or as may be appointed from time to time) or the Agents (as defined in the Conditions) has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by any Dealer (or their affiliates) or Agent as to the accuracy or completeness of any of the information contained in this Offering Circular or any further information supplied in connection with the Programme.

Neither this Offering Circular nor any other information provided in connection with the Programme or the Non-PD Debt Instruments is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation or a statement of opinion, or a report of either of those things, by MGL or any Dealer or Agent that any recipient of this Offering Circular purchase any Non-PD Debt Instruments or any rights in respect of any Non-PD Debt Instruments. Each investor contemplating purchasing any Non-PD Debt Instruments or any rights in respect of any Non-PD Debt Instruments under the Programme should make (and shall be deemed to have made) its own independent assessment of the financial condition and affairs of, and its own appraisal of the creditworthiness of, MGL. No advice is given in respect of the taxation treatment of investors in connection with investment in any Non-PD Debt Instruments and each investor is advised to consult its own professional adviser.

Currency of information

Neither the delivery of this Offering Circular nor any sale made in connection with this Offering Circular at any time implies that the information contained herein concerning MGL is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated.

No review of affairs of MGL or the Macquarie Bank Group

None of the Dealers or the Agents undertakes to review the financial condition or affairs of MGL or the Macquarie Bank Group during the life of the Programme or to advise any investor in the Non-PD Debt Instruments of any information coming to the attention of any Dealer or Agent.

Risk factors

An investment in the Non-PD Debt Instruments involves risks that include, without limitation, those described in “Risk Factors” which are incorporated into and form part of this Offering Circular.

Non-PD Debt Instruments may not be a suitable investment for all investors

Investors should have (either alone or with the help of a financial adviser) sufficient knowledge and experience in financial and business matters to meaningfully evaluate the merits and risks of investing in a particular issue of Non-PD Debt Instruments and the information contained in or incorporated by reference in this Offering Circular or any applicable supplement or Pricing Supplement as well as access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their particular circumstance.

Risks related to the structure of a particular issue of Non-PD Debt Instruments

A range of Non-PD Debt Instruments may be issued under the Programme. A number of these Non-PD Debt Instruments may have features which contain particular risks for potential investors. The risks of a particular Non-PD Debt Instrument will depend on the terms of such Non-PD Debt Instrument, but may include, without limitation, the possibility of significant changes in the values of the applicable interest rates or other indices or formula. Prospective investors may be required to bear the financial risks of an investment in the Non-PD Debt Instruments for an indefinite period of time. Prospective investors could lose all or a substantial portion of their investment.

Such risks generally depend on factors over which MGL has no control and which cannot readily be foreseen, such as economic and political events and the supply of and demand for the relevant securities, assets or other property. Neither the current nor the historical price, value or performance of (A) the relevant interest rates or other indices or formulae, (B) the relevant classes of securities, assets or other property, or (C) the relevant entities should be taken as an indication of future price, value or performance during the term of any Non-PD Debt Instrument.

Subordinated Non-PD Debt Instruments

The obligation of the Issuer prior to the commencement of a winding up to make payments when due in respect of Subordinated Non-PD Debt Instruments is conditional upon the Issuer being solvent immediately before and after payment by the Issuer. Furthermore, in the case of Subordinated Non-PD Debt Instruments, if the Issuer is declared insolvent and a winding up is commenced, it will be required to pay the holders of Unsubordinated PD Debt Instruments and meet its obligations to all its other creditors (including unsecured creditors, but excluding any obligations in respect of subordinated debt which rank *pari passu* with, or after, the Subordinated Non-PD Debt Instruments) in full before it can make any payments on Subordinated Non-PD Debt Instruments. If this occurs, the Issuer may not have enough assets remaining after these payments to pay amounts due to investors under Subordinated Non-PD Debt Instruments.

In connection with any issuance of Non-PD Debt Instruments, the features applicable to such Non-PD Debt Instruments as described in this Offering Circular may be modified, supplemented or amended to conform them with any requirements imposed by APRA, generally, and in its adoption and implementation of the Basel III framework under its prudential standards promulgated by APRA from time to time. Any differences in the terms of any Non-PD Debt Instruments from the features described in this Offering Circular will be described in the applicable Pricing Supplement (or in another supplement to this Offering Circular).

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (A) Non-PD Debt Instruments are legal investments for it, (B) Non-PD Debt Instruments can be used as collateral for various types of borrowing and (C) other restrictions apply to its

purchase or pledge of any Non-PD Debt Instruments. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Non-PD Debt Instruments under any applicable risk-based capital or similar rules.

No authorisation

No person has been authorised to give any information or make any representations not contained in this Offering Circular in connection with MGL, the Macquarie Bank Group, the Programme or the issue or sale of the Non-PD Debt Instruments and, if given or made, such information or representation must not be relied upon as having been authorised by MGL or any Dealer or Agent.

Distribution and selling restrictions

The distribution of this Offering Circular and any Pricing Supplement and the offer or sale of Non-PD Debt Instruments may be restricted in certain jurisdictions. Neither MGL nor any Dealer or Agent represents that this Offering Circular may be lawfully distributed, or that any Non-PD Debt Instruments may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular no action has been taken by MGL or any Dealer or Agent which would permit a public offering of any Non-PD Debt Instruments or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Non-PD Debt Instruments may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms.

Persons into whose possession this Offering Circular or any Non-PD Debt Instruments come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Non-PD Debt Instruments in Australia, the United States of America ("**United States**"), the European Economic Area, the United Kingdom, Hong Kong, Singapore, Japan, Korea, India, Canada, the People's Republic of China ("**PRC**"), Malaysia, Mexico and Taiwan (see "Representations and Warranties of Investors" on pages 116 to 117 of this Base Prospectus and "Subscription and Sale" on pages 97 to 106 inclusive of the Base Prospectus, which are incorporated into and form part of this Offering Circular).

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that in relation to any Non-PD Debt Instruments which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell such Non-PD Debt Instruments other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Non-PD Debt Instruments would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer.

No offer

Neither this Offering Circular nor any Pricing Supplement is intended to, nor does it, constitute an offer or invitation by or on behalf of MGL or any Dealer or Agent to any person to subscribe for, or purchase any Non-PD Debt Instruments nor does it constitute, and it may not be used for the purposes of, an offer or invitation by anyone in any jurisdiction in which such offer or invitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an

offering of Non-PD Debt Instruments or the distribution of this Offering Circular or any Pricing Supplement in any jurisdiction where such action is required.

References to currencies

In this Offering Circular references to:

- “**U.S.\$**” and “**U.S. Dollars**” are to the lawful currency of the United States;
- “**A\$**” and “**Australian Dollars**” are to the lawful currency of Australia;
- “**£**”, “**sterling**” and “**Sterling**” are to the lawful currency of the United Kingdom;
- “**Yen**” are to the lawful currency of Japan;
- “**HKD**” or “**Hong Kong Dollars**” are to the lawful currency of Hong Kong;
- “**€**”, “**EUR**” or “**Euro**” are to the single currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time; and
- “**RMB**” or “**Renminbi**” are to the lawful currency of the PRC.

Overview of the Programme

*The following overview is a general description only and should be read, in relation to any Non-PD Debt Instruments, in conjunction with the Pricing Supplement set out in Schedule B and, to the extent applicable, the terms and conditions set out in Schedule A to this Offering Circular ("**Conditions**"). This overview is qualified in its entirety by the remainder of this Offering Circular and any decision to invest in the Non-PD Debt Instruments should be based on a consideration of this Offering Circular as a whole, including, without limitation, the "Risk Factors" on pages 8 to 29 inclusive of the Base Prospectus and the documents incorporated by reference into this Offering Circular. Words or expressions defined or used in the Conditions, shall, unless the contrary intention appears, have the same meaning in this overview.*

Issuer: Macquarie Group Limited (ABN 94 122 169 279), a corporation constituted with limited liability under the laws of Australia.

MGL is a diversified financial services holding company listed on the Australian Securities Exchange operated by ASX, headquartered in Sydney, Australia and regulated as a non-operating holding company of an ADI by APRA. The Macquarie Group provides banking, financial, advisory, investment and funds management services through client driven businesses which generate income by providing a diversified range of services to clients. The Macquarie Group acts on behalf of institutional, corporate and retail clients and counterparties around the world.

Description: Debt Instrument Programme.

Arranger: Macquarie Group Limited.

Dealers: Australia and New Zealand Banking Group Limited
Citigroup Global Markets Limited
Commonwealth Bank of Australia
HSBC Bank plc
ING Bank N.V.
J.P. Morgan Securities plc
Macquarie Bank International Limited
Macquarie Bank Limited
Merrill Lynch International
National Australia Bank Limited
SMBC Nikko Capital Markets Limited
Westpac Banking Corporation

MGL may from time to time terminate the appointment of any Dealer under the Programme or appoint additional dealers either in respect of a Tranche or in respect of the whole Programme.

Agents: Citibank, N.A., London Branch has been appointed as an issuing and paying agent ("**I&P Agent**").

Citicorp International Limited has been appointed as CMU lodging

agent (“**CMU Lodging Agent**”).

No trustee or other organisation has been appointed to represent investors in Non-PD Debt Instruments issued under the Programme.

Programme:	A fully revolving non-underwritten programme allowing for the issuance of debt obligations (subject to applicable legal and regulatory restrictions) as specified in the relevant Pricing Supplement (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s).
Programme Limit:	Up to U.S.\$10,000,000,000 (or its approximate equivalent in other currencies) at the date of this Offering Circular. The Programme Limit may be increased by MGL in accordance with the Dealer Agreement (as defined in “Subscription and Sale” on pages 97 to 106 inclusive of the Base Prospectus).
Distribution:	Non-PD Debt Instruments may be distributed on a syndicated or non-syndicated basis.
Programme Term:	The Programme will not have a fixed maturity date. The Programme may be cancelled on 30 days’ notice by MGL to the Dealers and Agents.
Method of Issue:	MGL may from time to time issue Non-PD Debt Instruments in one or more Tranches within one or more Series.
Maturities:	Subject to compliance with all relevant laws and rules, Non-PD Debt Instruments may have any maturity of one day or more as specified in the relevant Pricing Supplement (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s).
Issue Price:	Non-PD Debt Instruments may be issued at an issue price which is at par or at a discount to, or premium over, par, and will be specified in the relevant Pricing Supplement (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s).
Pricing Supplement:	Each Pricing Supplement will provide particular information relating to a particular Tranche of Non-PD Debt Instruments including details of the form of the Non-PD Debt Instruments, the Series in which the Non-PD Debt Instruments will be issued and other information pertinent to the issue of those Non-PD Debt Instruments.
Deed of Covenant:	Non-PD Debt Instrument Holders will have the benefit of the Master Deed of Covenant (or such other deed of covenant as is specified in the relevant Pricing Supplement).

Form of Non-PD Debt Instruments: The form of particular Non-PD Debt Instruments will be determined by MGL and the relevant Dealer(s) prior to their issue date. Non-PD Debt Instruments of any Series may be described by any marketing name agreed between MGL and the relevant Dealer(s) and as specified in the relevant Pricing Supplement (if any). See “Form of PD Debt Instruments” on pages 65 to 69 inclusive of the Base Prospectus.

Non-PD Debt Instruments will be issued in one or more tranches (each a “**Tranche**”) within one or more series (each a “**Series**”). Tranches of Non-PD Debt Instruments within a particular Series may have various issue dates, issue prices and interest commencement dates and, in respect of the first interest payment (if any), different interest payment amounts but will otherwise be issued on identical terms and conditions.

Each Series of Non-PD Debt Instruments will (a) be represented on issue by a temporary global debt instrument in bearer form without coupons or talons (each a “**Temporary Global Non-PD Debt Instrument**”) or a permanent global debt instrument in bearer form (each a “**Permanent Global Non-PD Debt Instrument**”) (together, “**Global Non-PD Debt Instruments**”), or (b) take the form of an entry in a register (“**Registered Non-PD Debt Instrument**”).

Global Non-PD Debt Instruments may be deposited on the issue date with a common depositary on behalf of Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”) or, in the case of Non-PD Debt Instruments cleared through the CMU Service, a sub-custodian for the CMU Service.

The provisions governing the exchange of interests in Global Non-PD Debt Instruments for other Global Non-PD Debt Instruments and definitive Non-PD Debt Instruments are described in “Form of PD Debt Instruments” on pages 65 to 69 inclusive of the Base Prospectus. No certificate or other evidence of title will be issued in respect of Registered Non-PD Debt Instruments unless MGL determines that certificates should be available or it is required to do so pursuant to applicable law or regulation.

Use of Proceeds: Proceeds realised from the issuance of a Tranche of Non-PD Debt Instruments will be used by MGL for the Macquarie Group’s general corporate purposes or such other purposes as may be specified in the relevant Pricing Supplement.

Currencies: Subject to any applicable legal or regulatory requirements, such currencies as may be agreed between MGL and the relevant Dealer(s), including, without limitation, U.S. Dollars, Australian Dollars, Sterling, Yen, Hong Kong Dollars, Euro, Renminbi or any other currency.

Status of the
Non-PD Debt Instruments:

Non-PD Debt Instruments and any relative Coupons will be direct, unsecured, subordinated or unsubordinated, and general obligations of MGL.

Non-PD Debt Instruments will rank pari passu, without any preference among themselves, with all other outstanding unsecured and, in the case of Unsubordinated PD Debt Instruments, unsubordinated obligations of MGL, present and future (other than obligations preferred by mandatory provisions of law).

Unless provided to the contrary in the relevant Pricing Supplement (if any), Subordinated Non-PD Debt instruments will rank pari passu, without any preference among themselves, and will in a winding-up of MGL be subordinated in right of payment to the claims of Senior Creditors as more fully described in Condition 4 of the Base Prospectus.

MGL is not an ADI for the purposes of the Banking Act, and its obligations do not represent deposits, protected accounts, or other liabilities of its subsidiary, Macquarie Bank. Macquarie Bank does not guarantee or otherwise provide assurance in respect of the obligations of MGL.

Interest-bearing Non-PD Debt
Instruments:

Interest will be payable on Fixed Rate Non-PD Debt Instruments, Floating Rate Non-PD Debt Instruments, Fixed/Floating Interest Rate Basis Non-PD Debt Instruments and other Non-PD Debt Instruments bearing interest at a fixed or floating rate on such basis and on such date or dates as may be agreed between MGL and the relevant Dealer(s) (as is specified in the applicable Pricing Supplement (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s)) and on redemption.

Redemption:

The applicable Pricing Supplement (if any) will specify either that the relevant Non-PD Debt Instruments cannot be redeemed prior to their stated maturity (other than for taxation as set out in Condition 6.4 or following an event of default) or that such Non-PD Debt Instruments will be redeemable at the option of MGL and/or the Non-PD Debt Instrument Holders upon giving notice to such Non-PD Debt Instrument Holders or MGL, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as may be agreed between MGL and the relevant Dealer(s).

Denominations:

Non-PD Debt Instruments will be issued in such denominations as specified in the relevant Pricing Supplement (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s).

Cross Default:

None.

Negative Pledge:

As provided in Condition 4.4, the terms of the Non-PD Debt Instruments will contain a negative pledge provision which prevents the Issuer, whilst there are any Non-PD Debt Instruments outstanding, from creating or permitting to subsist any mortgage, charge pledge, lien or other form of encumbrance or security interest ("Security Interest") upon the whole or any part of its present or future assets or revenues as security for any relevant indebtedness, guarantee or indemnity unless (i) MGL grants such Security Interest that will result in its obligations under the Non-PD Debt Instruments being secured equally and rateably in all respects so as to rank equally with all applicable relevant indebtedness or guarantee or (ii) the granting of such Security Interest has been approved by an Extraordinary Resolution.

Withholding Tax:

All payments by MGL in respect of the Non-PD Debt Instruments will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Australia, Victoria or the country in which the establishment of account for the Non-PD Debt Instruments is located, or in each case, any political subdivision thereof or any authority therein or thereof, unless such withholding or deduction is required by law or is made for or on account of FATCA (as defined in the Conditions). If MGL is required to make such a withholding or deduction, then, subject to customary exceptions (which include, without limitation, a deduction made for or on account of FATCA) as provided in Condition 8 or as otherwise specified in the Master Deed of Covenant (or such other deed of covenant as is specified in the relevant Pricing Supplement), MGL will pay an additional amount to cover the amounts so withheld or deducted.

See "Australian Taxation" on pages 107 to 111 inclusive of the Base Prospectus for further information.

Credit Ratings:

One or more independent rating agencies may assign credit ratings to the Non-PD Debt Instruments to be issued by MGL under the Programme. The rating(s) (if any) of the Non-PD Debt Instruments will be specified in the applicable Pricing Supplement. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Non-PD Debt Instruments.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, cancellation, reduction or withdrawal at any time by the assigning rating agency. Each rating should be evaluated independently of any other rating.

There are references in this Offering Circular to credit ratings. In Australia, credit ratings must only be distributed to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a sophisticated investor,

professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive the Offering Circular and anyone who receives this Offering Circular must not distribute it to any person who is not entitled to receive it.

Governing Law:

The Non-PD Debt Instruments will be governed by the laws of New South Wales or English law in accordance with the Master Deed of Covenant. The Agency Agreement will be governed by the laws of New South Wales.

Listing and Admission to Trading:

Application has not been (and will not be) made for the Non-PD Debt Instruments issued under this Offering Circular to be admitted to the Official List of the UK Listing Authority and to be admitted to trading on the London Stock Exchange's Regulated Market. However, application may be made for the Non-PD Debt Instruments to be admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system.

Selling and Transfer Restrictions:

The offering, sale, delivery and transfer of Non-PD Debt Instruments and the distribution of this Offering Circular and other material in relation to any Non-PD Debt Instruments are subject to restrictions as may apply in any country in connection with the offering and sale of a particular Tranche of Non-PD Debt Instruments including, in particular, restrictions in Australia, the United States, the European Economic Area, the United Kingdom, Hong Kong, Singapore, Japan, Korea, India, Canada, the PRC, Malaysia, Mexico and Taiwan. See "Subscription and Sale" on pages 97 to 106 inclusive of the Base Prospectus.

In addition, the Non-PD Debt Instruments may be subject to certain restrictions on resales and transfers in the sections headed "Important Notices" on pages 123 to 127 inclusive of this Offering Circular and "Important Legal Information - Representations and Warranties of Investors" on pages 116 to 117 of the Base Prospectus.

SCHEDULE A – TERMS AND CONDITIONS OF THE NON-PD DEBT INSTRUMENTS

*The following (save for the italicised text) is a composite text of the terms and conditions which (subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement) will be applicable to each Series of Debt Instruments. The terms of the Agency Agreement (as defined below) and the Master Deed of Covenant dated 16 September 2009 (“**Master Deed of Covenant**”) will apply to each Series of Debt Instruments unless the provisions of the relevant Pricing Supplement provides otherwise.*

References in the terms and conditions to “Issuer” are, unless the contrary intention appears, references to the Issuer specified in the relevant Pricing Supplement. References in the terms and conditions to “Debt Instruments” are, unless the contrary intention appears, to the Debt Instruments of one Series of the type specified in the relevant Pricing Supplement only, not to all Debt Instruments which may be issued under the Programme. Terms used in the relevant Pricing Supplement will, unless the contrary intention appears, have the same meaning where used in the terms and conditions.

Macquarie Group Limited is not an “authorised deposit-taking institution” (“ADI”) for the purposes of the Banking Act 1959 of Australia, and its obligations do not represent deposits or other liabilities of its subsidiary, Macquarie Bank Limited. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of Macquarie Group Limited.

The following seven paragraphs apply to Debt Instruments, which are specified in the relevant Pricing Supplement as being issued with the benefit of both the Agency Agreement and the Master Deed of Covenant.

The Debt Instruments are issued with the benefit (to the extent applicable) of an amended and restated agency agreement (as amended, restated or supplemented from time to time) (“**Agency Agreement**”) dated on or about 13 June] 2018 between Macquarie Group Limited (“**Issuer**” or “**MGL**”) and Citibank, N.A., London Branch in its capacity as an issuing and paying agent (“**I&P Agent**” and “**Paying Agent**”, which expression shall include any successor to Citibank, N.A., London Branch in its capacity as such) and Citicorp International Limited as CMU lodging agent (“**CMU Lodging Agent**”, which expression shall include any successor to Citicorp International Limited in its capacity as such).

The expression “**Agents**” shall include each I&P Agent, CMU Lodging Agent and any transfer agent (“**Transfer Agent**”), and any registrar (“**Registrar**”) and any other paying agents subsequently appointed (“**Paying Agents**”), successors thereto in such capacity and any additional or substitute agents appointed to MGL’s Debt Instrument Programme (“**Programme**”) from time to time. The Debt Instrument Holders (as defined in Condition 2.3 below, which expression includes, unless the contrary intention appears, the holders of the coupons (“**Coupons**”) (if any) appertaining to interest-bearing Debt Instruments in bearer form (“**Couponholders**”) and the holders of talons (“**Talons**”) (if any) for further coupons attached to such Debt Instruments (“**Talonholders**”)) are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Agency Agreement applicable to them.

The Pricing Supplement for this Debt Instrument is attached to this Debt Instrument or endorsed on this Debt Instrument, specifies the Issuer and the type of Debt Instrument and supplements these Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace or modify these Conditions for the purposes of this Debt Instrument. References in these Conditions to the “**relevant Pricing Supplement**” are to the Pricing Supplement setting out the final terms of this Debt Instrument which is attached to, endorsed on, or otherwise applicable to this Debt Instrument.

As used in these Conditions, “**Series**” means each original issue of Debt Instruments together with any further issues expressed to form a single Series with the original issue and the terms of which (save for the issue or deposit date (“**Issue Date**”), the date from which interest accrues (“**Interest Commencement Date**”), the issue price of the Debt Instruments (“**Issue Price**”) and the amount of the first interest payment (if any) (as specified in the relevant Pricing Supplement)) are identical (including whether or not the Debt Instruments are listed). However, the Pricing Supplement for this Debt Instrument may provide that a particular Tranche will not become fungible with Debt Instruments of another Tranche or Tranches forming part of the same Series until the time specified in the Pricing Supplement. As used in these Conditions, “**Tranche**” means all Debt Instruments of the same Series with the same Issue Date and Interest Commencement Date.

For the purposes of these Conditions (other than in relation to the determination of interest and other amounts payable in respect of the Debt Instruments) a reference to the I&P Agent shall, with respect to Debt Instruments held through the Central Moneymarkets Unit Service (“**CMU Service**”), be deemed to be a reference to the CMU Lodging Agent, and all such references shall be construed accordingly.

All references in these Conditions to Debt Instruments, Coupons and Talons must be read and construed as references to the Debt Instruments, Coupons and Talons of a particular Series.

Words and expressions defined in the Agency Agreement or used in the relevant Pricing Supplement shall have the same meanings where used in these Conditions unless the contrary intention appears.

Copies of the Agency Agreement and the Pricing Supplement applicable to this Debt Instrument are obtainable from and, available for inspection during normal business hours at, the specified office of each I&P Agent and the other Paying Agents. The Debt Instrument Holders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the Pricing Supplement which are applicable to them.

1 Form and Denomination

1.1 General

References in these Conditions to “Debt Instruments” are references to the type of Debt Instrument specified in the relevant Pricing Supplement. For the avoidance of doubt, where certain Conditions are expressed to only apply to certain types of Debt Instrument, such Conditions only apply to that type of Debt Instrument as specified in the relevant Pricing Supplement and do not apply to other types of Debt Instrument.

Debt Instruments are issued in bearer form (“**Bearer Debt Instruments**”) and/or in registered form (“**Registered Debt Instruments**”), as specified in the relevant Pricing Supplement. In these Conditions and unless the contrary intention appears, references to “**Debt Instruments**” are to Bearer Debt Instruments and Registered Debt Instruments.

Prior to the issue of any Registered Debt Instruments (as defined below), the Issuer will appoint a Registrar.

1.2 Type of Debt Instruments

Each Debt Instrument may be a Fixed Rate Debt Instrument, a Floating Rate Debt Instrument, a Zero Coupon Debt Instrument, an Indexed Interest Debt Instrument, an Indexed Redemption Amount Debt Instrument (“**Indexed Redemption Amount Debt Instrument**”) or a Partly Paid Debt Instrument or a combination of any of the foregoing, as specified in the relevant Pricing Supplement.

1.3 Form of Bearer Debt Instruments

Unless otherwise specified in the relevant Pricing Supplement, interest-bearing Bearer Debt Instruments in definitive form will be serially numbered and issued with Coupons (and where appropriate, a Talon) attached, other than in the case of Debt Instruments which do not carry an entitlement to periodic payment of interest prior to the redemption date of such Debt Instruments and which are issued at a discount to their face value ("**Zero Coupon Debt Instruments**") (in which case references to interest (other than in relation to interest due after the redemption date), Coupons and Talons in these Conditions are not applicable). On or after the date on which all the Coupons attached to, or issued in respect of, any Bearer Debt Instrument which was issued with a Talon have matured, a coupon sheet comprising further Coupons (other than Coupons which would be void) and, if applicable, one further Talon, will be issued against presentation of the relevant Talon at the specified office of any Agent in accordance with Condition 7.1.6.

1.4 Form of Registered Debt Instruments

Registered Debt Instruments are constituted by the Deed of Covenant specified in the relevant Pricing Supplement. Copies of the Deed of Covenant are available for inspection at the office of the Registrar. Debt Instrument Holders of such Registered Debt Instruments are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Deed of Covenant.

Unless otherwise specified in the relevant Pricing Supplement, where Debt Instruments are issued in registered form, no certificate or other evidence of title will be issued unless the Issuer determines that certificates should be available or the Issuer is required to do so pursuant to any applicable law or regulation. Each certificate represents a holding of one or more such Debt Instruments by the same Debt Instrument Holder.

1.5 Denomination

Debt Instruments will be in the denomination or denominations specified in the relevant Pricing Supplement or integral multiples thereof ("**Specified Denomination**"). Bearer Debt Instruments of one denomination may not be exchanged for Bearer Debt Instruments of another denomination.

1.6 Currency of Debt Instruments

Subject to compliance with all applicable legal and/or regulatory requirements, Debt Instruments may be denominated in the lawful currency of the Commonwealth of Australia ("**Australian Dollars**" or "**A\$**"), the lawful currency of the United States of America ("**U.S. Dollars**" or "**U.S.\$**"), the lawful currency of Japan ("**Yen**"), the lawful currency of the United Kingdom ("**Sterling**"), the single currency introduced at the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Communities, as amended by the Treaty on European Union ("**Euro**"), the lawful currency of the People's Republic of China ("**Renminbi**" or "**RMB**") or in any other currency or currencies specified in the relevant Pricing Supplement ("**Specified Currency**").

2 Title

2.1 Title to Bearer Debt Instruments, Coupons and Talons

Title to Bearer Debt Instruments, Coupons and Talons passes by delivery.

2.2 Title to Registered Debt Instruments

Title to Registered Debt Instruments passes by registration in the register ("**Register**") which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement.

2.3 Title - general

In these Conditions, subject as provided below, "**Debt Instrument Holder**" means:

- (a) (in relation to a Debt Instrument, Coupon or Talon) the bearer of any Bearer Debt Instrument, Coupon or Talon (as the case may be); or
- (b) the person in whose name a Registered Debt Instrument is registered, as the case may be.

A Debt Instrument Holder will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss or any express or constructive notice of any claim by any other person of any interest therein other than, in the case of a Registered Debt Instrument, a duly executed transfer of such Debt Instrument) and no person will be liable for so treating the Debt Instrument Holder.

3 Exchanges of Bearer Debt Instruments for Registered Debt Instruments and transfers of Registered Debt Instruments

3.1 Exchange of Bearer Debt Instruments

Subject to Condition 3.6, Bearer Debt Instruments may, if so specified in the relevant Pricing Supplement, be exchanged for the same aggregate principal amount of Registered Debt Instruments at the request in writing of the relevant Debt Instrument Holders and upon surrender of the Bearer Debt Instrument to be exchanged together with all unmatured Coupons and Talons relating to it (if any) at the specified office of the Registrar or the specified office of the Transfer Agent. Without limiting the previous sentence, the relevant Pricing Supplement may specify that Bearer Debt Instruments may be exchanged for Registered Debt Instruments only with the prior written approval of the Issuer or such other or additional persons as are specified in such Pricing Supplement. Where, however, a Bearer Debt Instrument is surrendered for exchange after the Record Date (as defined in Condition 7.2.2) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Debt Instruments may not be exchanged for Bearer Debt Instruments.

3.2 Transfer of Registered Debt Instruments

A Registered Debt Instrument may be transferred in whole but not in part upon the surrender of the relevant certificate by which such Registered Debt Instrument is represented (if the Debt Instrument is certificated), together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or the specified office of the Transfer Agent. In the case of a certificated Debt Instrument, a new certificate will be issued to the transferee and in

the case of a transfer of a Registered Debt Instrument which forms part only of a holding represented by a certificate, a new certificate in respect of the balance not transferred will be issued to the transferor.

Bearer Debt Instruments will not be exchanged for Registered Debt Instruments nor will Registered Debt Instruments be transferred if the exchangee or transferee is an Australian resident, or a non-Australian resident that holds the Debt Instruments in carrying on business in Australia at or through a permanent establishment of the exchangee or transferee in Australia and fails to provide a tax file number (“TFN”), Australian Business Number (“ABN”), or evidence that the exchangee or transferee (as the case may be) is not required to provide a TFN or ABN.

The forms of exchange and transfer will require the exchangee or transferee (as the case may be) to certify whether or not such person is an Australian resident, or a non-Australian resident that holds the Debt Instruments in carrying on business in Australia at or through a permanent establishment of the exchangee or transferee in Australia and, if so, the transferee may provide a TFN or ABN or evidence that such person is not required to provide a TFN or ABN.

3.3 Partial redemption or exercise of options in respect of Registered Debt Instruments

In the case of a partial redemption of a holding of Registered Debt Instruments represented by a single certificate or a partial exercise of the Issuer’s or Debt Instrument Holders’ option to redeem in respect of a holding of Registered Debt Instruments represented by a single certificate, a new certificate will be issued to the Debt Instrument Holder in respect of the balance of the holding not redeemed or in respect of which the relevant option has not been exercised. In the case of a partial exercise of an option resulting in Registered Debt Instruments of the same holding having different terms, separate certificates shall be issued in respect of those Debt Instruments of that holding that have the same terms. New certificates shall only be issued against surrender of the existing certificates to the Registrar or the Transfer Agent.

3.4 Delivery of new certificates representing Registered Debt Instruments

In the case of certificated Registered Debt Instruments, each new certificate to be issued upon exchange of Bearer Debt Instruments or transfer of Registered Debt Instruments will, within three Business Days (in the place of the specified office of the Registrar and the specified office of the Transfer Agent) of receipt of such request for exchange or form of transfer, be available for delivery at the specified office of the Registrar and the specified office of the Transfer Agent, or be mailed at the risk of the Debt Instrument Holder entitled to the Registered Debt Instrument, to such address as may be specified in such request or form of transfer.

3.5 Exchange free of charge

Registration of Debt Instruments on exchange of Bearer Debt Instruments for Registered Debt Instruments or transfer of Registered Debt Instruments will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agent (other than any insurance charges or any expenses of delivery (if applicable) by other than regular mail), but upon payment of (or the giving of such indemnity as the Registrar or the Transfer Agent may require in respect of) any tax or other governmental charges which may be imposed in relation to it.

3.6 Closed periods

No Debt Instrument Holder may require the transfer of a Registered Debt Instrument to be registered or a Bearer Debt Instrument to be exchanged for a Registered Debt Instrument:

- (a) during the period of 15 days ending on the due date for any payment of principal or redemption amount on that Debt Instrument;
- (b) during the period of 15 days before any drawing of Debt Instruments for redemption under Condition 6.2; or
- (c) after any such Debt Instrument has been drawn for redemption in whole or in part.

4 Status and Negative Pledge

4.1 Status

The Debt Instruments and Coupons are direct and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves. Debt Instruments of a Series may be either:

- (a) subordinated (“**Subordinated Debt Instruments**”); or
- (b) unsubordinated (“**Unsubordinated Debt Instruments**”).

MGL is not an ADI for the purposes of the Banking Act, and its obligations do not represent deposits or other liabilities of its subsidiary, Macquarie Bank Limited. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of MGL.

4.2 Status of Subordinated Debt Instruments

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL’s ‘eligible capital’ for the purposes of MGL’s authority as a non-operating holding company under the Banking Act, the terms of this Condition 4.2 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 4.2 will be set out in the relevant Pricing Supplement.

- (a) Subordinated Debt Instruments and Coupons rank *pari passu* with all other unsecured Subordinated Indebtedness (as defined in paragraph (c) below) of the Issuer, except liabilities mandatorily preferred by law.
- (b) The rights and claims of the Debt Instrument Holders are, in a Winding-Up (as defined in paragraph (c) below) of the Issuer, subordinated to the claims of Senior Creditors (as defined in paragraph (c) below) of the Issuer and prior to the commencement of a Winding-Up of the Issuer:
 - (i) the obligations of the Issuer to make payments of the principal, redemption amount, interest or other amounts in respect of the Subordinated Debt Instruments and all other amounts owing in relation to the Subordinated Debt Instruments shall be conditional upon the Issuer being solvent at the time the payments and other amounts owing fall due; and
 - (ii) no payment of principal, redemption amount, interest or any other amount shall be made in respect of the Subordinated Debt Instruments, except to the extent

that the Issuer may make such payment and still be solvent immediately thereafter.

For the purposes of this paragraph, the Issuer shall be considered solvent if:

- (A) it is able to pay its debts as they fall due; and
- (B) its Assets (as defined in paragraph (c) below) exceed its Liabilities (as defined in paragraph (c) below).

A certificate as to whether the Issuer is solvent signed by two authorised signatories of the Issuer or, if the Issuer is being wound up, its liquidator, shall be prima facie evidence of the information contained in that certificate. In the absence of such a certificate, a Debt Instrument Holder shall be entitled to assume (unless the contrary is proved) that the Issuer is and will after any payment aforesaid be solvent.

For the avoidance of any doubt, any amount not paid as a consequence of this Condition 4.2(b) accumulates without compounding and remains a debt owing to the Debt Instrument Holder by the Issuer until it is paid and shall be payable on the first date on which sub-paragraphs (i) and (ii) of this Condition 4(b) would not apply (whether or not such date is otherwise a payment date).

The obligation of the Issuer prior to the commencement of a Winding-Up of the Issuer to make payments when due in respect of the Subordinated Debt Instruments is conditional upon the Issuer being solvent immediately before and after payment by the Issuer.

- (c) For the purposes of this Condition 4.2, the following terms shall have the following meanings:

“Assets” means the total consolidated gross assets of the Issuer as shown by the latest published audited accounts of the Issuer but adjusted for events subsequent to the date of such accounts in such manner and to such extent as the directors, the auditor to the Issuer or, as the case may be, the liquidator of the Issuer may determine to be appropriate;

“Liabilities” means the total consolidated gross liabilities of the Issuer as shown by its latest published audited accounts but adjusted for events subsequent to the date of such accounts in such manner and to such extent as the directors, the auditor to the Issuer or, as the case may be, the liquidator of the Issuer may determine to be appropriate;

“Senior Creditors” means all the creditors (present and future) including depositors of the Issuer:

- (i) whose claims are admitted in the Winding-Up of the Issuer; and
- (ii) who are not the holders of indebtedness, the right to repayment of which by its terms is, or is expressed to be, subordinated in a Winding-Up of the Issuer to the claims by all unsubordinated creditors of the Issuer.

“Subordinated Indebtedness” means any indebtedness (present and future) of the Issuer which by its terms is, or is expressed to be, subordinated in a Winding-Up of the Issuer to the claims of its Senior Creditors; and

“**Winding-Up**” means any procedure whereby the Issuer may be wound-up, dissolved, liquidated or cease to exist as a body corporate whether brought or instigated by a Debt Instrument Holder or any other person, but excludes any Winding-Up which results in there being a successor to the Issuer and the obligations under the Subordinated Debt Instruments are assumed by that successor.

- (d) On the Winding-Up of the Issuer the rights of the Debt Instrument Holders against the Issuer to recover any sums payable in respect of such Subordinated Debt Instruments:
 - (i) shall be subordinate and junior in right of payment to the obligations of the Issuer to Senior Creditors, to the extent that all such obligations to Senior Creditors shall be entitled to be paid in full before any payment shall be paid on account of any sums payable in respect of such Subordinated Debt Instruments; and
 - (ii) shall rank *pari passu* and rateably (as to its due proportion only) with other subordinated creditors of the Issuer in respect of Subordinated Indebtedness.
- (e) On a Winding-Up of the Issuer, Debt Instrument Holders shall only be entitled to prove for any sums payable in respect of the Subordinated Debt Instruments as a debt which is subject to and contingent upon prior payment in full of, the Senior Creditors. The Debt Instrument Holders waive to the fullest extent permitted by law any right to prove in any such Winding-Up as a creditor ranking for payment in any other manner.
- (f) No Debt Instrument Holder shall be entitled to set-off against any amounts due in respect of the Subordinated Debt Instruments held by such Debt Instrument Holder any amount held by the Debt Instrument Holder to the credit of the Issuer whether in any account, in cash or otherwise, nor any deposits with, advances to or debts of the Issuer, nor any other amount owing by the Debt Instrument Holder to the Issuer on any account whatsoever, nor shall any Debt Instrument Holder be entitled to effect any reduction of the amount due to such Debt Instrument Holder in respect of a Subordinated Debt Instrument by merger of accounts or lien or the exercise of any other rights the effect of which is or may be to reduce the amount due in respect of that Subordinated Debt Instrument in breach of these Conditions.
- (g) The Issuer does not have any right to set-off against any amounts owing to it by a Debt Instrument Holder on any account against any amount owing by the Issuer to that Debt Instrument Holder in respect of any Debt Instrument.
- (h) Any payment whether voluntary or in any other circumstances received by a Debt Instrument Holder from or on account of the Issuer (including by way of credit, set-off or otherwise howsoever) or from any liquidator, receiver, manager or statutory manager of the Issuer in breach of this Condition or Condition 9.3, will be held by the relevant Debt Instrument Holder in trust for and to the order of the Senior Creditors. The trust hereby created shall be for a term expiring on the earlier of the date on which all Senior Creditors have been paid in full or eighty years from the date of the issue of the Subordinated Debt Instruments.

4.3 Status of Unsubordinated Debt Instruments

MGL is not an ADI for the purposes of the Banking Act, and its obligations do not represent deposits or other liabilities of its subsidiary, Macquarie Bank Limited. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of MGL.

Unsubordinated Debt Instruments rank at least equally with the claims of its unsecured and unsubordinated creditors, except creditors mandatorily preferred by law.

4.4 Negative Pledge

So long as any of the Unsubordinated Debt Instruments remains outstanding, the Issuer will not, unless approved by an Extraordinary Resolution, create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest ("**Security Interest**") upon the whole or any part of its present or future assets or revenues or those of any of its Subsidiaries (as defined below) as security for any relevant indebtedness (as defined below) or any guarantee or indemnity ("**Guarantee**") given in respect of any relevant indebtedness unless prior to or simultaneously therewith, the Issuer either:

- (a) grants or procures to be granted a Security Interest or Security Interests securing its obligations under the Unsubordinated Debt Instruments and the relative Coupons which will result in such obligations being secured equally and rateably in all respects so as to rank *pari passu* with the applicable relevant indebtedness or Guarantee; or
- (b) grants or procures to be granted such other Security Interest or Security Interests in respect of its obligations under the Unsubordinated Debt Instruments and the relative Coupons as shall be approved by an Extraordinary Resolution.

For the purposes of these Conditions, "**relevant indebtedness**" means any present or future indebtedness of the Issuer in the form of, or represented by, bonds, notes, debentures, loan stock, certificates of deposit, bills of exchange, transferable loan certificates or other securities which are capable of being listed, quoted, ordinarily dealt in or traded on any recognised market, not being indebtedness incurred in the ordinary course of banking business.

In these Conditions, "**Subsidiary**" has the same meaning as that provided in Section 9 of the Corporations Act.

5 Interest

5.1 General

Debt Instruments may be either interest-bearing or non interest-bearing, as specified in the relevant Pricing Supplement. Interest-bearing Debt Instruments may bear interest at either a fixed rate or a floating rate. In relation to any Tranche of Debt Instruments, the relevant Pricing Supplement may specify actual amounts of interest payable ("**Interest Amounts**") rather than, or in addition to, a rate or rates at which interest accrues.

The Pricing Supplement in relation to each Tranche of interest-bearing Debt Instruments will specify which of Conditions 5.2, 5.3 and 5.4 will be applicable to the Debt Instruments. Condition 5.5 will be applicable to each Tranche of interest-bearing Debt Instruments save to the extent of any inconsistency with the relevant Pricing Supplement.

5.2 Interest - fixed rate

Each Debt Instrument in relation to which this Condition 5.2 is specified in the relevant Pricing Supplement as being applicable ("**Fixed Rate Debt Instruments**") will bear interest on its nominal amount (or, if it is a Partly Paid Debt Instrument, the amount paid up) at the fixed rate or rates per annum specified in the relevant Pricing Supplement from the Issue Date or such other date as is specified in the relevant Pricing Supplement as being the Interest Commencement Date. Interest will be payable in arrear on each Interest Payment Date (as defined in Condition 5.5(a)) as

determined in accordance with the business day convention specified in the relevant Pricing Supplement (“**Business Day Convention**”).

Interest which is required to be calculated for a period of other than a full year will be calculated on the basis of a year of 360 days and 12 months of 30 days each or on such other basis as may be specified as the Day Count Fraction in the relevant Pricing Supplement.

The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date and, if the first anniversary of the Interest Commencement Date is not an Interest Payment Date, will amount to the Initial Broken Amount.

If the Maturity Date is not an Interest Payment Date, interest from (and including) the preceding Interest Payment Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will amount to the Final Broken Amount.

“**Interest Payment Date**”, “**Initial Broken Amount**” and “**Final Broken Amount**” have the meaning given to them in the Pricing Supplement.

5.3 Interest - floating rate and indexed rate

(a) *Accrual of interest*

Debt Instruments in relation to which this Condition 5.3 is specified in the relevant Pricing Supplement as being applicable (“**Floating Rate Debt Instruments**” or “**Indexed Interest Debt Instruments**” as the case may be,) will bear interest in respect of each Interest Period (as defined in Condition 5.5(a)) at the rate or rates per annum specified in the relevant Pricing Supplement determined in accordance with this Condition 5.3.

Each Floating Rate Debt Instrument and Indexed Interest Debt Instrument will bear interest on its nominal amount (or, if it is a Partly Paid Debt Instrument, the amount paid up) at the Interest Rate (as defined below) from the Issue Date of the Debt Instruments or such other date as is specified in the relevant Pricing Supplement as being the Interest Commencement Date. Interest will be payable in arrear on each Interest Payment Date. If any Interest Payment Date in respect of a Floating Rate Debt Instrument would otherwise fall on a day which is not a Business Day (as defined in Condition 5.7), such Interest Payment Date shall be determined in accordance with the Business Day Convention specified in the relevant Pricing Supplement.

(b) *Interest Rate*

The rate of interest payable in respect of Floating Rate Debt Instruments (“**Interest Rate**”) shall be determined by the Calculation Agent (as defined in Condition 5.7) on the basis of (i) or (ii) below, as specified in the relevant Pricing Supplement.

(i) *ISDA Determination for Floating Rate*

Where ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Period will be the relevant ISDA Rate plus or minus (as specified in the relevant Pricing Supplement) the margin (if any) specified in the relevant Pricing Supplement (“**Margin**”). For the purposes of this sub-paragraph (i), “**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent for the Debt Instruments under an interest rate Swap Transaction if the Calculation Agent for the Debt Instruments were

acting as Calculation Agent for that Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (A) the Floating Rate Option is as specified in the relevant Pricing Supplement;
- (B) the Designated Maturity is a period specified in the relevant Pricing Supplement; and
- (C) the relevant Reset Date is either:
 - (aa) if the applicable Floating Rate Option is based on the London inter-bank offered rate (LIBOR) or on the Euro-zone inter-bank offered rate (EURIBOR) for a currency, the first day of that Interest Period; or
 - (bb) in any other case, as specified in the relevant Pricing Supplement; and
- (D) the Period End Dates are each Interest Payment Date, the Spread is the Margin and the Floating Rate Day Count Fraction is the Day Count Fraction.

For the purposes of this sub-paragraph (i), “**Swap Transaction**”, “**Floating Rate**”, “**Calculation Agent**” (except references to “**Calculation Agent for the Debt Instruments**”), “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**”, “**Period End Date**”, “**Spread**” and “**Floating Rate Day Count Fraction**” have the meanings given to those terms in the 2006 ISDA Definitions as amended and updated in the case of each Series as at the Issue Date of the first Tranche of the relevant Debt Instruments, published by the International Swaps and Derivatives Association, Inc. (“**ISDA Definitions**”). “**Euro-zone**” means the region comprised of member states of the European Union that adopt a single currency in accordance with the Treaty on European Union.

(ii) *Screen Rate Determination for Floating Rate Debt Instruments*

Where the Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time) in the case of LIBOR or 11.00 a.m. (Brussels time) in the case of EURIBOR or such other time as is specified in the relevant Pricing Supplement (“**Relevant Time**”) on the Interest Determination Date in question plus or minus (as specified in the relevant Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the

lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purposes of determining the arithmetic mean (rounded as provided above) of such offered quotations.

- (a) If (A) applies and no offered quotation appears on the Relevant Screen Page at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date or if (B) applies and fewer than two offered quotations appear on the Relevant Screen Page at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date, subject as provided below, the Interest Rate shall be the arithmetic mean of the Reference Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent.
- (b) If paragraph (a) above applies and the Calculation Agent determines that fewer than two Reference Banks are making offered quotations for the Reference Rate in respect of the Specified Currency, subject as provided below, the Interest Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Reference Rate) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is Euro or Renminbi, in such financial centre(s) as is/are specified in the relevant Pricing Supplement, in each case as selected by the Calculation Agent (“**Principal Financial Centre**”) are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the first day of the Interest Period to which the relevant Interest Determination Date relates for a period equivalent to the relevant Interest Period (x) two leading banks carrying on business in Europe, or (if the relevant currency is not Euro and the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (y) two leading banks carrying on business in the Principal Financial Centre.

For the purposes of this sub-paragraph (ii), “**Reference Rate**”, “**Relevant Screen Page**” and “**Interest Determination Date**” have the meanings given to them in the relevant Pricing Supplement.

(iii) *BBSW Rate Determination*

If BBSW Rate Determination is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Debt Instruments for each Interest Period is the sum of the Margin (if any) and the BBSW Rate.

In this Condition, “**BBSW Rate**” means, for an Interest Period, the rate (expressed as a percentage per annum) for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the “AVG MID” on the Reuters Screen BBSW page (or any designation which replaces that designation on that page, or any replacement page) at approximately 10.15 am (or such other

time at which such rate customarily appears on that page (“**Publication Time**”) on the first day of that Interest Period. However, if such rate does not appear on the Reuters Screen BBSW page (or any replacement page) by 10.30 am on that day (or such other time that is 15 minutes after the then prevailing “**Publication Time**”), or if it does appear but the Issuer determines that there is an obvious error in that rate, “BBSW Rate” means the rate determined by the Issuer in good faith having regard, to the extent possible, to the comparable indices then available. The rate must be expressed as a percentage per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001 per cent.).

(iv) *Minimum and/or Maximum Interest Rate*

If the relevant Pricing Supplement specifies a Minimum Interest Rate for any Interest Period then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Interest Rate, the Interest Rate for such Interest Period shall be such Minimum Interest Rate.

If the Pricing Supplement specifies a Maximum Interest Rate for any Interest Period then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Interest Rate, the Interest Rate for such Interest Period shall be such Maximum Interest Rate.

(v) *Fallback Interest Rate*

Unless otherwise specified in the relevant Pricing Supplement, if the Calculation Agent is unable to determine a rate (or, as the case may be, the arithmetic mean of rates) in accordance with the above provisions, the Interest Rate applicable to the Debt Instruments during the relevant Interest Period will be the Interest Rate applicable to the Debt Instruments during the immediately preceding Interest Period (with adjustment for any change in the Margin, Maximum Interest Rate or Minimum Interest Rate).

(vi) *Rounding*

For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of Yen, which shall be rounded down to the nearest Yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.

(c) *Calculation of interest amount payable*

The Calculation Agent will, as soon as practicable on or after determining the Interest Rate in relation to each Interest Period, calculate the amount of interest payable for the relevant Interest Period in respect of the principal amount of each denomination of such

Debt Instruments. The amount of interest payable will be calculated by multiplying the product of the Interest Rate for such Interest Period and the outstanding principal amount (or, in the case of a Partly Paid Debt Instrument, the amount paid up) by the applicable Day Count Fraction and rounding the resultant figure to the nearest unit of the currency in which the relevant Debt Instruments are denominated or, as the case may be, in which such interest is payable (an amount equal to or above one half of any such unit being rounded upwards).

5.4 Interest - other rates

Debt Instruments in relation to which this Condition 5.4 is specified in the relevant Pricing Supplement as being applicable, will bear interest at the rate or rates calculated on the basis specified in, and be payable in the amounts and in the manner determined in accordance with, the relevant Pricing Supplement.

5.5 Interest - supplemental provisions

(a) *Interest Payment Dates and Interest Periods*

Interest on each Debt Instrument will be payable in arrear at such intervals and on such dates as are specified in the relevant Pricing Supplement and at the Maturity Date of such Debt Instrument (each an “**Interest Payment Date**”). The period beginning on (and including) the Issue Date of a Debt Instrument (or other date specified in the relevant Pricing Supplement as the Interest Commencement Date) and ending on (but excluding) the first Interest Payment Date, and each period thereafter from (and including) an Interest Payment Date to (but excluding) the next following Interest Payment Date, is referred to in these Conditions as an “**Interest Period**”. Where Debt Instruments are listed on a stock exchange, the I&P Agent must notify the relevant listing authority of each Interest Period.

(b) *Notification of Interest Rate, interest payable and other items*

The Calculation Agent will cause each Interest Rate, the amount of interest payable and each other amount, item or date, as the case may be, determined or calculated by it to be notified to the Issuer and, in the case of Bearer Debt Instruments, the I&P Agent or, in the case of Registered Debt Instruments, the Registrar, or where Debt Instruments are listed on a stock exchange, the relevant listing authority and to be notified to Debt Instrument Holders in accordance with Condition 18 as soon as practicable after such determination or calculation but in any event not later than the fourth Banking Day in the Relevant Financial Centre (as defined in Condition 5.7) thereafter. The Calculation Agent will be entitled to amend any such amount, item or date (or to make appropriate alternative arrangements by way of adjustment) without prior notice in the event of the extension or abbreviation of any relevant Interest Period or calculation period and such amendment will be notified in accordance with the previous sentence.

(c) *Determination final*

The determination by the Calculation Agent of all amounts, items and dates falling to be determined by it pursuant to these Conditions (including, without limitation, the Interest Rate for any Interest Period and the amount of interest payable for any Interest Period in respect of any Debt Instrument) shall, in the absence of manifest error, be final and binding on all parties.

(d) *Accrual of interest*

Interest shall accrue on the outstanding principal amount of each Debt Instrument or, in the case of a Partly Paid Debt Instrument, on the paid up principal amount of such Debt Instrument or as otherwise specified in the relevant Pricing Supplement. Interest will cease to accrue as from the due date for redemption of a Debt Instrument unless (except in the case of any payment where presentation and/or surrender of the relevant Debt Instrument is not required as a precondition of payment) upon due presentation and/or surrender of the relevant Debt Instrument, the relevant payment is not made in which case interest will continue to accrue thereon (as well after as well as before any demand or judgment) at the rate then applicable to the outstanding principal amount of the Debt Instruments or such other default rate (if any) as may be specified in the relevant Pricing Supplement until the date on which, upon (except in the case where presentation and/or surrender of the relevant Debt Instrument is not required as a precondition of payment) due presentation and/or surrender of the relevant Debt Instrument, the relevant payment is made or, if earlier (except in the case where presentation and/or surrender of the relevant Debt Instrument is not required as a precondition of payment), the seventh day after the date on which, the I&P Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice of that circumstance is given to the Debt Instrument Holder in accordance with Condition 18 (except to the extent that there is failure in the subsequent payment thereof to the relevant Debt Instrument Holder).

(e) *Partly Paid Debt Instruments*

In the case of Debt Instruments specified in the Pricing Supplement as Partly Paid Debt Instruments ("**Partly Paid Debt Instruments**") (other than Partly Paid Debt Instruments which are Zero Coupon Debt Instruments), interest will accrue as aforesaid on the paid-up nominal amount of such Debt Instruments and otherwise as specified in the relevant Pricing Supplement.

(f) *Business Day Convention*

If the Business Day Convention is specified in the relevant Pricing Supplement to be:

- (i) the Floating Rate Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event:
 - (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day; and
 - (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the number of months or other period specified as the Interest Period in the relevant Pricing Supplement after the preceding applicable Interest Payment Date occurred; or
- (ii) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (iii) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would

thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

- (iv) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.
- (g) *Day Count Fraction*

“Day Count Fraction” means, in respect of the calculation of an amount of interest for any Interest Period:

- (v) if “Actual/365” or “Actual/Actual” is specified in the relevant Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (vi) if “Actual/365 (Fixed)” is specified in the relevant Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (vii) if “Actual/360” is specified in the relevant Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (viii) if “30/360”, “360/360” or “Bond Basis” is specified in the relevant Pricing Supplement, the number of days in the Interest Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
- “D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (ix) if “30E/360” or “Eurobond basis” is specified in the relevant Pricing Supplement, the number of days in the Interest Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
- “D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30;

- (x) if “30E/360 (ISDA)” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and
- “D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30;

- (vii) if “Australian Bond Basis” is specified in the relevant Pricing Supplement, one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
 - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)); or
- (viii) if “Actual/Actual-ICMA” is specified in the relevant Pricing Supplement:
 - (i) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Periods normally ending in any year; and
 - (ii) if the Calculation Period is longer than one Determination Period, the sum of:
 - (A) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (aa) the number of days in such Determination Period and (ab) the number of Determination Periods normally ending in any year; and
 - (B) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (aa) the number of days in such Determination Period and (ab) the number of Determination Periods normally ending in any year,

where:

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date.

“**Calculation Period**” means the relevant period for which interest is to be calculated (from and including the first such day to but excluding the last).

5.6 Zero Coupon Debt Instruments

If the amount due and payable in respect of a Zero Coupon Debt Instrument on the redemption date is not paid when due, the Interest Rate for any such overdue principal shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield specified in the relevant Pricing Supplement.

5.7 Definitions

In these Conditions unless the contrary intention appears or as otherwise specified in the relevant Pricing Supplement:

“**Additional Business Centre**” means any city specified as such in the relevant Pricing Supplement.

“Banking Day” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business.

“Business Day” means:

- (a) in the case of a Specified Currency other than Euro, U.S. Dollars or Renminbi, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer Debt Instrument, or the Registrar, in the case of a Registered Debt Instrument) in the principal financial centre for that currency which, if the currency is Australian Dollars, shall be Sydney; and/or
- (b) in the case of U.S. Dollars, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in New York City (unless otherwise agreed between the Issuer, each relevant Agent and Registrar); and/or
- (c) in the case of Euro, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer Debt Instrument, or the Registrar, in the case of a Registered Debt Instrument) London and a day on which the Trans-European Automated Real-Time Gross-Settlement Express Transfer TARGET 2 System (“**TARGET 2**”) is operating; and/or
- (d) in the case of Renminbi, a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks are generally open for business and settlement of Renminbi payments in Hong Kong or such other principal financial centre as may be agreed from time to time by the Issuer and the relevant Dealer(s); and/or
- (e) in the case of a Specified Currency and/or one or more Additional Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the Specified Currency in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer Debt Instrument, or the Registrar, in the case of a Registered Debt Instrument) in the Additional Business Centre(s) or, if no currency is specified, generally in each of the Additional Business Centres so specified; and/or
- (f) if a Debt Instrument is to be issued or paid on such Business Day, a day on which commercial banks and foreign exchange markets settle payments in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer Debt Instrument, or the Registrar, in the case of a Registered Debt Instrument) London and a day on which each relevant Clearing System is operating.

“Calculation Agent” means Citibank, N.A., London Branch and any other person appointed as calculation agent by the Issuer, provided that in the event that the Reference Rate in respect of a Specified Currency has been discontinued, the Issuer and the calculation agent appointed at that time will consult to appoint another person as calculation agent.

“Clearing System” means Euroclear Bank SA/NV (“**Euroclear**”), Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”), the Central Moneymarkets Unit Service (“**CMU Service**”), Austraclear Limited (ABN 94 002 060 773), as operator of the Austraclear System (“**Austraclear**”) and/or any other clearing system specified in the relevant Pricing Supplement.

“Reference Banks” means the institutions specified as such in the relevant Pricing Supplement or, if none, four major banks selected by the Calculation Agent in the inter-bank market that is most closely connected with the Reference Rate.

“Relevant Financial Centre” means the city specified as such in the relevant Pricing Supplement or, if none, the city most closely connected with the Reference Rate in the determination of the Calculation Agent.

“Representative Amount” means the amount so specified in the relevant Pricing Supplement or, if none, an amount that is representative for a single transaction in the relevant market at the relevant time.

6 Redemption and Purchase

6.1 Redemption

Unless previously redeemed or purchased and cancelled, each Debt Instrument will be redeemed on its Maturity Date as specified in the relevant Pricing Supplement at its maturity redemption amount (**“Maturity Redemption Amount”**) (which shall be its outstanding principal amount or such other Maturity Redemption Amount as may be specified in or determined in accordance with the relevant Pricing Supplement).

6.2 Redemption at the option of the Issuer

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, the terms of this Condition 6.2 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 6.2 will be set out in the relevant Pricing Supplement.

The Issuer may (if this Condition 6.2 is specified in the relevant Pricing Supplement as being applicable) having given at least the minimum period (if any) (but not more than the maximum period (if any)) of notice specified in the relevant Pricing Supplement to Debt Instrument Holders in accordance with Condition 18 (which notice must comply with the following paragraph and shall be irrevocable) and subject to satisfaction of any relevant conditions specified in the relevant Pricing Supplement redeem all (but not, unless and to the extent that the relevant Pricing Supplement specify otherwise, some only) of the Debt Instruments on the date specified in the relevant Pricing Supplement (**“Optional Redemption Date”**) at their early redemption amount (call) (**“Early Redemption Amount (Call)”**) (which shall be their outstanding principal amount or such other Early Redemption Amount (Call) as is specified in, or determined in accordance with, the relevant Pricing Supplement) together (unless otherwise specified in the relevant Pricing Supplement) with accrued interest (if any) thereon.

The notice referred to in the preceding paragraph shall specify:

- (a) the Series of Debt Instruments subject to redemption;
- (b) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Debt Instruments of the relevant Series which are to be redeemed;
- (c) the due date for redemption;

- (d) the Early Redemption Amount (Call) at which such Debt Instruments are to be redeemed; and
- (e) whether or not accrued interest is to be paid upon redemption and, if so, the amount thereof or the basis or method of calculation thereof, all as specified in the relevant Pricing Supplement.

In the case of a partial redemption of Debt Instruments, the Debt Instruments to be redeemed will be selected by the I&P Agent or in the case of a Tranche represented wholly by Registered Debt Instruments, the Registrar, and notice of the Debt Instruments called for redemption (together with the serial numbers thereof) will be published in accordance with Condition 18 not less than 15 days prior to the date fixed for redemption.

6.3 Redemption at the option of Debt Instrument Holders

The Issuer will (if this Condition 6.3 is specified in the relevant Pricing Supplement as being applicable), at the option of any Debt Instrument Holder and provided that any conditions to the exercise of such option as are specified in the relevant Pricing Supplement have been satisfied, redeem such Debt Instruments on any day (being, in the case of an interest-bearing Debt Instrument (unless otherwise specified in the relevant Pricing Supplement) one or more Interest Payment Dates) at its early redemption amount (put) ("**Early Redemption Amount (Put)**") (which shall be its outstanding principal amount or such other Early Redemption Amount (Put) as is specified in, or determined in accordance with, the relevant Pricing Supplement) together with accrued interest (if any) thereon (unless otherwise specified in the relevant Pricing Supplement).

To exercise such option, the Debt Instrument Holder must complete, sign and deposit at the specified office of, in the case of a Bearer Debt Instrument, the I&P Agent or, in the case of a Registered Debt Instrument, the Registrar or the Transfer Agent, a redemption notice in the form obtainable from the I&P Agent or the Registrar or the Transfer Agent (as applicable) not less than 45 days before the redemption date (or such other period as may be specified in the relevant Pricing Supplement), deposit the relevant Debt Instrument (together, in the case of an interest-bearing Bearer Debt Instrument, with any unmatured Coupons and unexchanged Talons appertaining thereto and, in the case of a Registered Debt Instrument the relevant Certificate (if certificated)) with, in the case of a Bearer Debt Instrument, the I&P Agent or, in the case of a Registered Debt Instrument, the Registrar or the Transfer Agent.

6.4 Redemption for taxation reasons

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, the terms of this Condition 6.4 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 6.4 will be set out in the relevant Pricing Supplement.

If, in respect of the Debt Instruments of any Series the Issuer, on the occasion of the next payment due in respect of the Debt Instruments, would be required to pay any Additional Amounts referred to in Condition 8, then the Issuer (in the case of Subordinated Debt Instruments, subject to the prior written approval of APRA having been obtained) may at its option give not more than 60 nor less than 30 days' notice to each Agent and to the Debt Instrument Holders in accordance with Condition 18, and upon expiry of such notice shall redeem all but not some only of the Debt Instruments at their early redemption amount (tax) ("**Early Redemption Amount (Tax)**") (which shall be their outstanding principal amount or such other Early Redemption Amount (Tax) as is specified in the relevant Pricing Supplement) together

(unless otherwise specified in the Pricing Supplement with accrued interest (if any) accrued to the due date for redemption).

Prior to publication of any such notice of redemption, the Issuer shall deliver to the I&P Agent a certificate signed by an authorised person of the Issuer showing that the conditions precedent to the right of the Issuer so to redeem have occurred and an opinion of legal advisers of recognised standing to the Issuer in its jurisdiction of incorporation to the effect that the Issuer would be required to make any such withholding or deduction.

Such notice shall be given promptly upon the occurrence of any of the above events.

6.5 Redemption of Subordinated Debt Instruments for loss of deductibility reasons

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, the terms of this Condition 6.5 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 6.5 will be set out in the relevant Pricing Supplement.

If, prior to the earliest date on which the Issuer is entitled to redeem some or all of the Subordinated Debt Instruments in accordance with Condition 6.2, the Issuer determines (supported by an opinion, as to such determination, from tax advisers of recognised standing in Australia) that interest payable on the Subordinated Debt Instruments is not or may not be allowed as a deduction for the purposes of Australian income tax, then the Issuer (subject to the prior written approval of APRA having been obtained) may give not more than 60 nor less than 30 days' notice to the relevant Agent and the Subordinated Debt Instrument Holders in accordance with Condition 18, and upon the next Interest Payment Date following expiry of such notice shall redeem all (but not some only) of the Subordinated Debt Instruments at their outstanding principal amount (plus accrued interest, if any).

The notice referred to above shall specify the Subordinated Debt Instruments subject to redemption and the due date for redemption.

6.6 Redemption of Subordinated Debt Instruments for regulatory reasons

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, the terms of this Condition 6.6 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 6.6 will be set out in the relevant Pricing Supplement.

If, prior to the earliest date on which the Issuer is entitled to redeem some or all of the Subordinated Debt Instruments in accordance with Condition 6.2, the Issuer determines (supported by an opinion from legal advisers of recognised standing in Australia) that the Subordinated Debt Instruments have ceased, or will cease, to qualify as eligible capital under the standards and guidelines published by APRA, then the Issuer (subject to the prior written approval of APRA having been obtained) may give not more than 60 nor less than 30 days' notice to the relevant Agent and the Subordinated Debt Instrument Holders in accordance with Condition 18, and upon the next Interest Payment Date following expiry of such notice shall redeem all (but not some only) of the Subordinated Debt Instruments at their outstanding principal amount (plus accrued interest, if any) unless otherwise specified in the relevant Pricing Supplement.

The notice referred to above shall specify the Subordinated Debt Instruments subject to redemption and the due date for redemption.

6.7 Purchases

MGL may only purchase Subordinated Debt Instruments which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act and issued by it in accordance with this Condition 6.7 with the prior written approval of APRA having been obtained, unless those Subordinated Debt Instruments are immediately on-sold to an unrelated third party (or a related party acting as custodian or funds manager for one or more unrelated parties or as the responsible entity of a managed investment scheme (as defined in the Corporations Act), in which case the approval of APRA is not required.

The Issuer or any of its Related Entities may at any time purchase Debt Instruments, Coupons or Talons (provided that, in the case of interest-bearing Bearer Debt Instruments, all unmatured Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) at any price in the open market or otherwise. If the Issuer proposes to purchase Debt Instruments by tender, such tender will be made available equally to all Debt Instrument Holders. Such Debt Instruments may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation. In this Condition 6.7, "**Related Entities**" has the meaning given to that term in the Corporations Act.

6.8 Cancellation

All Debt Instruments redeemed or purchased for cancellation by or on behalf of the Issuer, will forthwith be surrendered for cancellation to any Paying Agent (in the case of Bearer Debt Instruments) or the Registrar or the Transfer Agent (in the case of Registered Debt Instruments which are certificated) and must be surrendered together with, in the case of interest-bearing Bearer Debt Instruments, all unmatured Coupons and unexchanged Talons and accordingly may not be reissued or resold. All such Debt Instruments will be cancelled forthwith (together with all such Coupons and Talons) and the Issuer's obligations in respect of such Debt Instruments shall be discharged upon such cancellation.

6.9 Zero Coupon Debt Instruments

In the case of Zero Coupon Debt Instruments (unless otherwise specified in the relevant Pricing Supplement), the Early Redemption Amount will be an amount ("**Amortised Face Amount**") equal to the sum of:

- (a) the Reference Price (as defined in the relevant Pricing Supplement); and
- (b) the product of the Accrual Yield (as defined in the relevant Pricing Supplement) (compounded annually unless otherwise specified in the relevant Pricing Supplement) being applied to the Reference Price (as defined in the relevant Pricing Supplement) from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Debt Instrument becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, it shall be made on the basis of a 360-day year consisting of 12 months of 30 days each or such other calculation basis as may be specified in the relevant Pricing Supplement.

7 Payments

7.1 Payments - Bearer Debt Instruments

7.1.1 *Payment of amounts other than interest*

Payment of amounts (other than interest) due in respect of Bearer Debt Instruments (other than definitive Bearer Debt Instruments held through the CMU Service (“**CMU Debt Instruments**”)) will be made against presentation and surrender of the Debt Instrument, at the specified office of any Paying Agent.

7.1.2 *Payment of amounts in respect of interest on Bearer Debt Instruments*

Payment of amounts due in respect of interest on Bearer Debt Instruments (other than CMU Debt Instruments) will be made:

- (a) in the case of a Debt Instrument without Coupons attached thereto at the time of its initial delivery, against presentation of the relevant Debt Instrument at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States; and
- (b) in the case of a Debt Instrument delivered with Coupons attached thereto at the time of its initial delivery, against presentation and surrender of the relevant Coupon or, in the case of interest due otherwise than on a scheduled Interest Payment Date, against presentation of the relevant Bearer Debt Instrument, in either case at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States.

7.1.3 *Payment of amounts in respect of CMU Debt Instruments*

In the case of CMU Debt Instruments, payment will be made to the person for whose account interests in the relevant definitive Bearer Debt Instrument are credited as being held through the CMU Service in accordance with the CMU Rules at the relevant time as notified to the CMU Lodging Agent by the CMU Service in a relevant CMU Instrument Position Report or any relevant notification by the CMU Service, which notification, in either case, shall be conclusive evidence of the records of the CMU Service as to the identity of any accountholder and the principal amount of any Debt Instrument credited to its account (save in the case of manifest error) and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment.

7.1.4 *Payment at specified office in the United States*

Except as provided below, payment of amounts due in respect of interest on Bearer Debt Instruments and exchanges of Talons for Coupon sheets in accordance with Condition 7.1.5 will not be made at any specified office of any Paying Agent in the United States. Notwithstanding the foregoing, if any amount of principal and/or interest in respect of this Debt Instrument is payable in U.S. Dollars, such U.S. Dollar payments of principal and/or interest in respect of this Debt Instrument will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and interest on the Debt Instruments in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other

similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and

- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

If paragraphs (a) and (b) apply, the Issuer shall forthwith appoint a Paying Agent with a specified office in New York City.

7.1.5 *Unmatured Coupons and unexchanged Talons*

Each Bearer Debt Instrument initially delivered with Coupons attached thereto should be presented and surrendered for final redemption together with all unexpired Coupons and Talons appertaining thereto (if any), failing which:

- (a) in the case of Bearer Debt Instruments which are Fixed Rate Debt Instruments (and unless otherwise specified in the relevant Pricing Supplement), the amount of any missing unexpired Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing unexpired Coupon which the redemption amount paid bears to the total redemption amount due) (excluding, for this purpose, but without prejudice to paragraph (c) below, Talons) will be deducted from the amount otherwise payable on such final redemption. The amount so deducted will be paid against surrender of the relevant Coupon at the specified office of the I&P Agent at any time within five years of the Relevant Date applicable to payment of such final redemption amount. The “**Relevant Date**” is the earlier of:
 - (i) the date on which all amounts due in respect of the Debt Instrument have been paid; and
 - (ii) the date on which the full amount of the moneys payable has been received by the I&P Agent, in the case of a Bearer Debt Instrument, or the Registrar, in the case of a Registered Debt Instrument, and notice to that effect has been given to the Debt Instrument Holders in accordance with Condition 18;
- (b) in the case of Bearer Debt Instruments which are Floating Rate Debt Instruments, Indexed Interest Amount Debt Instruments or Indexed Redemption Amount Debt Instruments, (or otherwise where specified in the relevant Pricing Supplement), all unexpired Coupons (excluding, for this purpose, but without prejudice to paragraph (c) below, Talons) relating to such Bearer Debt Instruments (whether or not attached) shall become void and no payment shall be made thereafter in respect of them;
- (c) in the case of Bearer Debt Instruments initially delivered with Talons attached thereto, all unexpired Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them; and
- (d) in the case of Bearer Debt Instruments which bear interest at a floating rate or rates, or where such a Bearer Debt Instrument is presented for redemption without all unexpired Coupons and any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

The provisions of paragraph (a) of this Condition 7.1.5 notwithstanding, if any Bearer Debt Instruments are issued with a Maturity Date and a fixed rate or fixed rates of interest such that on the presentation for payment of any such Bearer Debt Instrument without any unexpired Coupons attached thereto or surrendered therewith, the amount required by paragraph (a) to be

deducted would be greater than the amount otherwise due for payment, then, upon the due date for redemption of any such Bearer Debt Instrument, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (a) in respect of such Coupons as have not so become void, the amount required by paragraph (a) to be deducted would not be greater than the amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Bearer Debt Instrument to become void, the I&P Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

7.1.6 *Exchange of Talons*

In relation to Bearer Debt Instruments initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 10 below. Each Talon shall, for the purpose of these Conditions, be deemed to mature on the due date for payment of interest on which the final Coupon comprised in the relative Coupon sheet matures.

7.1.7 *United States*

For the purpose of these Conditions, “**United States**” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

7.1.8 *Payment Business Day*

If the due date for payment of an amount in respect of a Bearer Debt Instrument is not a Payment Business Day (as defined in Condition 7.4), then the Debt Instrument Holder will not be entitled to payment of such amount until the next day which is a Payment Business Day (as defined in Condition 7.4) and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue as provided in Condition 5.5(d).

7.2 **Payments - Registered Debt Instruments**

7.2.1 *Payment of principal in respect of Registered Debt Instruments*

Payment of principal (which for this purpose shall include any final redemption amount) due in respect of Registered Debt Instruments will be made to the Debt Instrument Holder (or, in the case of joint Debt Instrument Holders, the first named) as appearing in the Register as at opening of business (local time in the place of the specified office of the Registrar or the specified office of the Transfer Agent) on the fifteenth (eighth, if the specified office of the Registrar or the specified office of the Transfer Agent is located in Sydney or Melbourne) Relevant Banking Day before the due date for such payment and (if in certificated form) against presentation and, save in the case of partial payment of the amount due upon final redemption by reason of insufficiency of funds, surrender of the relevant Certificate at the specified office of the Registrar or the specified office of the Transfer Agent.

7.2.2 *Payment of interest in respect of Registered Debt Instruments*

Payment of interest due in respect of Registered Debt Instruments will be paid to the Debt Instrument Holder (or, in the case of joint Debt Instrument Holders, the first named) as appearing in the Register as at opening of business (local time in the place of the specified office of the Registrar or the specified office of the Transfer Agent) on the fifteenth (seventh, if the specified office of the Registrar or the specified office of the Transfer Agent is located in Sydney or Melbourne) Relevant Banking Day before the due date for such payment ("**Record Date**").

"**Relevant Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar and the specified office of the Transfer Agent is located.

7.2.3 *Payment in respect of Registered Debt Instruments held through the CMU Service*

In the case of Registered Debt Instruments held through the CMU Service, payment will be made to the person for whose account interests in the relevant Registered Debt Instrument are credited as being held through the CMU Service in accordance with the CMU Rules at the relevant time as notified to the CMU Lodging Agent by the CMU Service in a relevant CMU Instrument Position Report or any relevant notification by the CMU Service, which notification, in either case, shall be conclusive evidence of the records of the CMU Service as to the identity of any accountholder and the principal amount of any Debt Instrument credited to its account (save in the case of manifest error) and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment.

7.2.4 *Manner of payments pursuant to Condition 7.2.2*

Notwithstanding the provisions of Condition 7.4, payments in respect of Registered Debt Instruments pursuant to Condition 7.2.2 will be made by cheque and posted to the address (as recorded in the Register) of the Debt Instrument Holder (or, in the case of joint Debt Instrument Holders, the first-named) on the relevant due date for payment unless prior to the relevant Record Date the Debt Instrument Holder (or, in the case of joint Debt Instrument Holders, the first-named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account in the relevant currency.

7.3 **Payment due on a non-Payment Business Day**

If the due date for payment of the final redemption amount or interest due in respect of any Registered Debt Instrument is not a Payment Business Day (as defined in Condition 7.4), then the Debt Instrument Holder of such Registered Debt Instrument will not be entitled to payment thereof until the next day which is a Payment Business Day and no further payment on account of principal or interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue as provided in Condition 5.5(d).

7.4 **Payments - general provisions**

Subject to Condition 7.2.4, payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of Debt Instruments will be made as follows:

- (a) payments in a Specified Currency other than Euro or Renminbi will be made by transfer to an account in the relevant Specified Currency (which, in the case of a payment in Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or by a cheque in such Specified Currency drawn on, a bank (which, in the case of

a payment in Yen to a non-resident of Japan, shall be an authorised foreign exchange bank) in the principal financial centre of the country of such Specified Currency, provided however that no payment may be made by transfer of funds to an account maintained in the United States or by cheque mailed to an address in the United States;

- (b) payments in Renminbi will be made by transfer to a Renminbi bank account maintained in Hong Kong by or on behalf of a payee with a bank; and
- (c) payments in respect of definitive Debt Instruments in Euro will be made by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee or at the option of the payee, by a Euro cheque.

Payments will, without prejudice to the provisions of Condition 8, be subject in all cases to any applicable fiscal or other laws, regulations and directives and the administrative practices and procedures of fiscal and other authorities in relation to tax, anti-money laundering and other requirements which may apply to payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of Debt Instruments. In particular, if any withholding or deduction is required under the Foreign Account Tax Compliance Act provisions, sections 1471 through to 1474 of the US Internal Revenue Code of 1986, and any regulations or official interpretations issued, agreements entered into or any law implementing an international intergovernmental approach with respect thereto (“**FATCA**”), or is required pursuant to any taxing authority of the United States or any political subdivision thereof, in the case of any Registered Debt Instrument that may give rise to US Source Interest (as defined in Condition 8) the Issuer will not be required to pay any additional amount under Condition 8 on account of such withholding or deduction. No commission or expenses shall be charged to the Debt Instrument Holders or Couponholders (if any) in respect of such payments. For the avoidance of doubt, the provisions of Condition 8 in relation to the payment of Additional Amounts (as defined in Condition 8) only apply in respect of withholdings or deductions of Taxes (as defined in Condition 8) required by law and imposed or levied by or on behalf of Australia or Victoria or any political subdivision thereof or any authority therein or thereof having power to tax or, in the case of Debt Instruments issued by the Issuer acting through an establishment located outside Australia, Taxes imposed or levied by or on behalf of the country in which such establishment is located or any political subdivision thereof or any authority therein or thereof having power to tax and the provisions of Condition 8 do not apply to withholding or deductions made for or on account of FATCA.

In these Conditions, unless otherwise specified in the relevant Pricing Supplement, “**Payment Business Day**” means any day which is both:

- (i) a day on which commercial banks and foreign exchange markets settle payments in the relevant place of presentation and (in the case of a payment in Euro) on which banks are open for business and carrying out transactions in Euro in the jurisdiction in which the Euro account specified by the payee is located; and
- (ii) a Business Day (as defined in Condition 5.7).

7.5 Interpretation of Principal and Interest

Any reference in these Conditions to principal in respect of the Debt Instruments shall be deemed to include, as applicable:

- (a) any Additional Amounts which may be payable with respect to principal under Condition 8;

- (b) the Maturity Redemption Amount of the Debt Instruments;
- (c) the Early Redemption Amount (Call) of the Debt Instruments;
- (d) the Early Redemption Amount (Put) of the Debt Instruments;
- (e) the Early Redemption Amount (Tax) of the Debt Instruments;
- (f) the Early Redemption Amount (Default) of the Debt Instruments;
- (g) in relation to Zero Coupon Debt Instruments, the Amortised Face Amount; and
- (h) any premium and any other amounts which may be payable by the Issuer under or in respect of the Debt Instruments.

Any reference in these Conditions to interest in respect of the Debt Instruments shall be deemed to include, as applicable, any Additional Amounts which may be payable with respect to interest under Condition 8.

8 Taxation

All payments by the Issuer (in respect of principal, redemption amount or interest) in respect of the Debt Instruments or Coupons will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (“**Taxes**”) imposed or levied by or on behalf of Australia or Victoria or any political subdivision thereof or any authority therein or thereof having power to tax or, in the case of Debt Instruments issued by the Issuer acting through an establishment located outside Australia, Taxes imposed or levied by or on behalf of the country in which such establishment is located or any political subdivision thereof or any authority therein or thereof having power to tax, or in the case of Registered Debt Instruments that may give rise to US Source Interest (as defined below), Taxes imposed or levied by or on behalf of the United States or any political subdivision thereof or any authority therein or thereof having the power to tax, unless in each case such withholding or deduction of such Taxes is required by law or made for or on account of FATCA. In that event, the Issuer will pay such additional amounts (“**Additional Amounts**”) as may be necessary in order that the net amounts received by the Debt Instrument Holders and Couponholders after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in respect of the Debt Instruments or, as the case may be, Coupons in the absence of such withholding or deduction; except that no Additional Amounts are payable in relation to any payment in respect of any Debt Instrument or Coupon:

- (a) to, or to a third party on behalf of, a Debt Instrument Holder who is liable to such Taxes in respect of such Debt Instrument or Coupon by reason of his having some connection with Australia or Victoria or the country in which such establishment is located other than the mere holding of such Debt Instrument or Coupon or receipt of principal or interest in respect thereof or who could have lawfully avoided (but has not so avoided) such liability by providing or procuring that any third party provides the Debt Instrument Holder’s TFN and/or ABN or evidence that the Debt Instrument Holder is not required to provide a TFN and/or ABN to the Issuer or, in the case of Debt Instruments issued by the Issuer acting through an establishment located outside Australia, satisfies similar requirements or otherwise provides details of the Debt Instrument Holder’s name and address to the Issuer;

- (b) to, or to a third party on behalf of, a Debt Instrument Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the Debt Instrument is presented for payment;
- (c) where the Debt Instrument or Coupon is presented for payment more than 30 days after the Relevant Date except to the extent that a Debt Instrument Holder would have been entitled to Additional Amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Business Day;
- (d) to, or to a third party on behalf of, a Debt Instrument Holder who is liable to the Taxes in respect of the Debt Instrument or Coupon by reason of the Debt Instrument Holder being an associate of the Issuer for the purposes of section 128F(9) of the Income Tax Assessment Act 1936 of Australia (as amended) ("**Australian Tax Act**");
- (e) in a case where the Issuer receives a notice or direction under section 260-5 of Schedule 1 to the Taxation Administration Act 1953 of Australia, section 255 of the Australian Tax Act or any analogous provisions, any amounts paid or deducted from sums payable to a PD Debt Instrument Holder by the Issuer in compliance with such notice or direction on account of any Taxes or charges payable by the Issuer;
- (f) where such withholding or deduction is due to Taxes imposed or levied by or on behalf of the United States, or any political subdivision thereof or any authority therein or thereof having power to tax under the United States;
- (g) where such withholding or deduction is made for, or on account of, FATCA (as withheld or deducted by the Issuer, an Agent or any other party); or
- (h) in such other circumstances as may be specified in the relevant Pricing Supplement.

"**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the I&P Agent on or before the due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Debt Instrument Holders in accordance with Condition 18.

"**US Source Interest**" means interest, as defined under U.S. tax principles (including original issue discount) paid on Registered Debt Instruments which may be treated as interest paid by a U.S. trade or business for U.S. federal income tax purposes.

9 Events of Default

9.1 Events of Default - Unsubordinated Debt Instruments

If any of the events of default specified below occur, then by notice to the Issuer at the specified office of the I&P Agent, effective upon receipt of such notice by the I&P Agent, (1) in the case of the event of default specified in paragraphs (a), (d), (e), (f), (g) or (h) any holder of Unsubordinated Debt Instruments may declare that all the Unsubordinated Debt Instruments held by that Debt Instrument Holder are immediately due and repayable, or (2) in any case, holders of not less than 25% of the outstanding Unsubordinated Debt Instruments of a Series may declare that all the Unsubordinated Debt Instruments of that Series are immediately due and repayable. The events of default in respect of the Unsubordinated Debt Instruments are:

- (a) **(non-payment)** the Issuer fails to pay any principal or any interest in respect of the Unsubordinated Debt Instruments or the relevant Series or any of them within 14 days of the relevant due date; or
- (b) **(other obligations)** the Issuer defaults in performance or observance of or compliance with any of its other obligations set out in the Unsubordinated Debt Instruments which default is incapable of remedy or, if capable of remedy, is not remedied within 21 Business Days after notice requiring such default to be remedied shall have been given to the Issuer by the Debt Instrument Holder; or
- (c) **(illegality)** it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under the Unsubordinated Debt Instruments or the Agency Agreement; or
- (d) **(winding-up)** an application (other than a frivolous or vexatious application or an application which is discharged or stayed within 21 Business Days) or an order is made for the winding-up of the Issuer or a resolution is passed for the winding-up of the Issuer other than for the purposes of a solvent reconstruction or amalgamation; or
- (e) **(receiver)** a receiver, receiver and manager, administrator, liquidator, official manager, trustee or similar officer is appointed in respect of all or any part of the assets of the Issuer and such appointment is not terminated within 21 Business Days; or
- (f) **(cessation of business)** the Issuer ceases or threatens to cease to carry on its business or ceases or threatens to cease payment of its debts generally; or
- (g) **(insolvency)** the Issuer is unable to pay its debts when they fall due or is deemed unable to pay its debts under any applicable legislation (other than as the result of a failure to pay a debt or claim which is the subject of a good faith dispute); or
- (h) **(arrangement or composition)** the Issuer makes or enters into (i) a readjustment or rescheduling of its indebtedness with creditors generally or (ii) an assignment for the benefit of, or an arrangement or composition with, its creditors generally, in each case, other than for the purposes of a reconstruction, amalgamation, reorganisation or merger where the Issuer is solvent.

Upon any such notice being given to the Issuer, such Unsubordinated Debt Instrument shall immediately become due and payable at its Early Redemption Amount (Default).

9.2 Events of Default - Subordinated Debt Instruments

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, the terms of this Condition 9.2 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 9.2 will be set out in the relevant Pricing Supplement.

If either of the events of default specified below occur, then, subject to Condition 9.3(b), by notice to the Issuer at the specified office of the I&P Agent, effective upon receipt of such notice by the I&P Agent, (1) any holder of Subordinated Debt Instruments may declare that all the Subordinated Debt Instruments held by that Debt Instrument Holder are immediately due and repayable, or (2) holders of not less than 25% of the outstanding Subordinated Debt Instruments of a Series may declare that all the Subordinated Debt Instruments of that Series are immediately due and repayable. The events of default in respect of the Subordinated Debt Instruments are:

- (a) the Issuer fails to pay any amount of principal in respect of the Subordinated Debt Instruments of the relevant Series or any of them within 14 days of the relevant due date or fails to pay any amount of interest in respect of the Subordinated Debt Instruments of the relevant Series or any of them within 30 days of the relevant due date. For the avoidance of doubt, if the condition to payment in Condition 4.2(b) is not satisfied, then the Issuer is not obliged to make payment and, accordingly, no amount is due and the event of default in this paragraph (a) cannot occur; or
- (b) an order is made or an effective resolution is passed for the winding-up of the Issuer.

9.3 Subordinated Debt Instruments - Remedies

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, the terms of this Condition 9.3 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 9.3 will be set out in the relevant Pricing Supplement.

- (a) In the event of the occurrence of either of the Events of Default set out above in Condition 9.2 (a) or (b), then in addition to giving notice under Condition 9.2, the holder of any Subordinated Debt Instruments of the relevant Series may, subject to paragraph (b) below, institute proceedings for a winding-up or liquidation of the Issuer or, subject to Condition 4.2(e), for proving or claiming in any winding-up or liquidation of the Issuer; and
- (b) no remedy against the Issuer (including, without limitation, any right to sue for a sum of damages which has the same economic effect of an acceleration of the Issuer's payment obligations), other than the institution of proceedings for winding-up or liquidation or, subject to Condition 4.2(e), for proving or claiming in any winding-up or liquidation of the Issuer, shall be available to the holders of any Subordinated Debt Instruments for the recovery of amounts owing in respect of the Subordinated Debt Instruments or in respect of any breach by the Issuer of any obligation, condition or provision binding on the Issuer under the terms of the Subordinated Debt Instruments. In particular, no holders of any Subordinated Debt Instruments shall be entitled to exercise any right of set-off or counterclaim which may be available to the Debt Instrument Holder against amounts owing by the Issuer in respect of such Subordinated Debt Instruments (whether prior to, or following, any bankruptcy, liquidation, winding-up or sequestration of the Issuer).

10 Prescription

Claims against the Issuer for payment in respect of the Debt Instruments or Coupons (which, for this purpose, shall not include Talons) will be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date.

11 Replacement of Debt Instruments, Coupons and Talons

Should any Debt Instrument, Coupon, Talon or Certificate be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of any Paying Agent (in the case of Bearer Debt Instruments, Coupons and Talons) or the Registrar (in the case of Registered Debt Instruments in certified form), subject to all applicable laws, upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence, security, indemnity and otherwise as the Issuer or the I&P Agent may require. Mutilated or defaced Debt Instruments, Coupons or Talons must be surrendered before replacements will be issued.

12 Currency Indemnity

The Specified Currency is, unless otherwise specified in the relevant Pricing Supplement, the sole currency of account and payment for all sums payable by the Issuer in respect of the Debt Instruments, including damages. Any amount received or recovered in a currency other than the Specified Currency (whether as a result of, or on the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Debt Instrument Holder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the Specified Currency which such Debt Instrument Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Specified Currency expressed to be due to any Debt Instrument Holder in respect of such Debt Instrument the Issuer shall indemnify each such Debt Instrument Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Debt Instrument Holder and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Debt Instruments or any judgment or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the relevant Debt Instrument Holder and no proof or evidence of any actual loss will be required by the Issuer.

13 Further Issues

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, any further issue of Subordinated Debt Instruments of that Series under this Condition 13 is subject to the prior written approval of APRA having been obtained before such further issue.

The Issuer may from time to time without the consent of the Debt Instrument Holders (or any of them) create and issue further Debt Instruments forming a single Series with any existing Debt Instruments either having the same terms and conditions as such Debt Instruments in all respects or in all respects except in connection with the Issue Date, Interest Commencement Date and the amount of the first payment of interest (if any) and so that the same shall be consolidated and form a single Series with the outstanding Debt Instruments.

14 Agents

The Agents and their initial specified offices are as set out in the Base Prospectus. The Issuer reserves the right at any time to terminate the appointment of any Agent or to appoint additional or other Agents, provided that it will maintain:

- (a) an I&P Agent;
- (b) for so long as any Debt Instruments are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, maintain a Paying Agent in London and/or such other place as may be required by such listing authority, stock exchange and/or quotation system;
- (c) for so long as any Registered Debt Instruments are listed, a Transfer Agent; and

- (d) a Registrar maintaining the Register in such city as is specified in the relevant Pricing Supplement.

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Debt Instrument Holders in accordance with Condition 18.

15 Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the I&P Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Debt Instrument to which it appertains) a further Talon, subject to the provisions of Condition 10. Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the Coupon sheet in which that Talon was included on issue matures.

16 Modification and waiver

16.1 Meetings of Debt Instrument Holders

The Agency Agreement contains provisions for convening meetings of the Debt Instrument Holders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of any of these Conditions or any of the provisions of the Agency Agreement. The quorum at any meeting for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate at least 51% in principal amount of the Debt Instruments for the time being outstanding except that at any meeting the business of which includes the modification of certain of these Conditions the necessary quorum for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate at least 75% in principal amount of the Debt Instruments for the time being outstanding, or at any adjourned meeting two or more persons present whatever the principal amount of the Debt Instruments held or represented by them, except that at any adjourned meeting, the business of which includes the modification of certain of these Conditions, the necessary quorum for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate not less than 51% of the principal amount of the Debt Instruments for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Debt Instrument Holders will be binding on all Debt Instrument Holders, whether or not they are present at the meeting, and on all Couponholders.

16.2 Modification and Waiver

The Issuer may, without the consent of the Debt Instrument Holders or Couponholders, make any modification of any of these Conditions or any of the provisions of the Agency Agreement which is not materially prejudicial to the interests of the Debt Instrument Holders or to any modification which is of a formal, minor or technical nature or to correct a manifest error.

The Issuer will not make any modification to the conditions of any Subordinated Debt Instrument which impact upon the eligibility of the Subordinated Debt Instrument for inclusion as part of the regulatory capital of the Issuer for the purposes of any prudential standard, prudential regulation or other requirement of APRA which is applicable to the Issuer without the prior written consent of APRA having been obtained.

16.3 Notification

Any modification, waiver or authorisation shall be binding on the Debt Instrument Holders and the Couponholders and any modification shall be notified by the Issuer to the Debt Instrument Holders as soon as practicable thereafter in accordance with Condition 18.

17 Substitution

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, MGL may only exercise its rights under this Condition 17 with the prior written approval of APRA.

17.1 Substitution

The Issuer may, without the consent of the relevant Debt Instrument Holders, substitute any of the Issuer's wholly-owned Subsidiaries for the Issuer as the principal debtor in respect of all obligations arising from or in connection with the relevant Debt Instruments ("**Relevant Debt Instruments**") ("**Substituted Issuer**"). The Issuer may only do this if:

- (a) the Substituted Issuer assumes all of the obligations of the Issuer under the Relevant Debt Instruments and (if applicable) the Agency Agreement and the Master Deed of Covenant;
- (b) the Issuer unconditionally and irrevocably guarantees the obligations to be assumed by the Substituted Issuer;
- (c) the Substituted Issuer has obtained all necessary authorisations to assume such obligations;
- (d) the Substituted Issuer has, if necessary, appointed an agent for the service of process in New South Wales or England (as the case may be);
- (e) there have been delivered to the I&P Agent opinions of lawyers of recognised standing in:
 - (i) New South Wales and Australia or England (as the case may be); and
 - (ii) the place of incorporation of the Substituted Issuer,which are collectively to the effect that:
 - (iii) the matters referred to in paragraphs (a), (b) and (c) above have been satisfied;
 - (iv) the Substituted Issuer is validly existing;
 - (v) the obligations assumed by the Substituted Issuer are valid and binding on it;
 - (vi) the substitution is not in breach of any law or regulation or the constitution of the Substituted Issuer; and
 - (vii) the choice of governing law and submission to jurisdiction are valid; and

- (f) the Relevant Debt Instruments continue to have a credit rating from at least one internationally recognised rating agency at least equal to the relevant rating from that rating agency immediately prior to the substitution.

17.2 Notice

The Substituted Issuer must give notice of any substitution made under this Condition 17 to the relevant Debt Instrument Holders in accordance with Condition 18. The notice must provide the contact details of the Substituted Issuer for the purposes of receiving notices under Condition 18.

17.3 Effective Date

A substitution under this Condition 17 takes effect on and from the date specified in the notice given under Condition 17.2 ("**Effective Date**"), which must be a date not earlier than the date on which the notice is given.

17.4 Effect of substitution

On, and with effect from, the Effective Date:

- (a) the Substituted Issuer shall assume all of the obligations of the Issuer with respect to the Relevant Debt Instruments (whether accrued before or after the Effective Date);
- (b) the Issuer shall be released from all of its obligations as principal debtor under the Relevant Debt Instruments; and
- (c) any reference in the Conditions of the Relevant Debt Instruments to:
 - (i) the Issuer shall from then on be deemed to refer to the Substituted Issuer; and
 - (ii) the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for tax purposes of the Substituted Issuer.

17.5 No regard to consequences of substitution

In connection with any substitution effected pursuant to this Condition 17, neither the Issuer nor any Substituted Issuer need have any regard to the consequences of any such substitution for individual Debt Instrument Holders resulting from their being for any purpose domiciled or resident in, or otherwise connected with or subject to the jurisdiction of, any particular territory and no Debt Instrument Holder shall be entitled to claim from the Issuer or any Substituted Issuer under the Debt Instruments any indemnification or payment in respect of any tax or other consequences arising from such substitution.

18 Notices

18.1 Bearer Debt Instruments

Subject to Conditions 18.3 and 18.4, all notices regarding Bearer Debt Instruments shall be published in a leading English language daily newspaper of general circulation in the place specified in the relevant Pricing Supplement. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all the required newspapers.

Couponholders shall be deemed for all purposes to have notice of any notice given to Debt Instrument Holders in accordance with this Condition.

Notices to be given by any Bearer Debt Instrument Holder shall be in writing and given by lodging the same, together with the relative Bearer Debt Instrument or Bearer Debt Instruments with the Issuer.

18.2 Registered Debt Instruments

Subject to Conditions 18.3 and 18.4, all notices regarding the Registered Debt Instruments will be valid if sent by first class mail (or equivalent) or (if posted to an overseas address) by air mail to the Registered Debt Instrument Holder (or, in the case of joint Debt Instrument Holders, to the first-named in the Register) at their respective addresses as recorded in the Register, and will be deemed to have been validly given on the fourth day after the date of such mailing or, if posted from another country, on the fifth such day.

Notices to be given by any Registered Debt Instrument Holder shall be in writing and given by lodging the same, together with the relative Registered Debt Instrument or Registered Debt Instruments with the Issuer and (if certificated) with the Registrar.

18.3 Listed Debt Instruments

So long as the Debt Instruments are listed on a stock exchange, notices shall be published in accordance with the rules of that stock exchange (and without need for publication of any such notice as required under Condition 18.1 or Condition 18.2). If, and for so long as the Debt Instruments are listed on the Official List and admitted to trading on the Market, notices may be published via the Regulatory News Service of the London Stock Exchange at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html rather than publication as required under Condition 18.1 and Condition 18.2. Any such notice will be deemed to have been given on the date of the first publication.

18.4 Global Debt Instruments

So long as the Debt Instruments are represented by a Global Debt Instrument and the Global Debt Instrument is held on behalf of:

- (a) Euroclear and Clearstream, Luxembourg or any other clearing system), all notices regarding the Debt Instrument may be given to Euroclear, Clearstream, Luxembourg or such other clearing system, as the case may be, or otherwise to the holder of the Global Debt Instrument; or
- (b) the CMU Service, all notices regarding the Debt Instrument may be given to the persons shown in a CMU Instrument Position Report issued by the CMU Service on the second business day preceding the date of dispatch of such notice as holding interests in this Global Debt Instrument,

(in each case, without need for publication of any such notice as required under Condition 18.1 or Condition 18.2 (as applicable)). Any such notice will be deemed to have been given on the date on which the notice was given.

19 Governing law and jurisdiction

19.1 Governing law

The Agency Agreement is governed by, and shall be construed in accordance with, New South Wales law.

The Debt Instruments and the Coupons are governed by, and shall be construed in accordance with, the law specified in the relevant Pricing Supplement.

19.2 Jurisdiction of the courts of New South Wales

If the relevant Pricing Supplement specifies that the Debt Instruments and Coupons are governed by, and construed in accordance with, New South Wales law, this Condition 19.2 applies.

The courts of New South Wales are to have jurisdiction to settle any disputes which may arise out of or in connection with the Debt Instruments and accordingly any legal action or proceedings arising out of or in connection with the Debt Instruments ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each Debt Instrument Holder and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

19.3 Jurisdiction of the courts of England

If the relevant Pricing Supplement specifies that the Debt Instruments and Coupons (and any non-contractual obligations arising out of or in connection therewith) are governed by, and construed in accordance with, English law, this Condition 19.3 applies.

- (a) The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with (including any non-contractual obligations arising out of or in connection therewith) the Debt Instruments and accordingly any legal action or proceedings arising out of or in connection with the Debt Instruments ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each Debt Instrument Holder and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- (b) MGL irrevocably appoints Macquarie Bank Limited, London Branch whose registered office is currently at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD, United Kingdom. If for any reason the Issuer does not have such a branch in England, it will promptly appoint a process agent to receive service of process in any Proceedings in England based on the Debt Instruments and notify the Debt Instrument Holders of such appointment in accordance with Condition 18 as its agent in England to receive service of process in any Proceedings in England based on the Debt Instruments. Nothing herein shall affect the right to serve process in any other manner permitted by law.

SCHEDULE B – FORM OF PRICING SUPPLEMENT

THIS FORM OF PRICING SUPPLEMENT WILL BE ISSUED IN RESPECT OF DEBT INSTRUMENTS WHICH ARE NOT ADMITTED TO THE OFFICIAL LIST OF THE FINANCIAL CONDUCT AUTHORITY OR TO ANY OTHER EUROPEAN ECONOMIC AREA REGULATED MARKET OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA FOR THE PURPOSES OF THE PROSPECTUS DIRECTIVE. THE FORM OF PRICING SUPPLEMENT HAS NOT BEEN REVIEWED OR APPROVED BY THE UK LISTING AUTHORITY AND DOES NOT CONSTITUTE A PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS DIRECTIVE.

[MiFID II Product Governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Debt Instruments has led to the conclusion that: (i) the target market for the 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 Debt Instruments to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Debt Instruments (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Debt Instruments (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive 2002/92/EC, 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 Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Debt Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Debt Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]*

PRICING SUPPLEMENT DATED *[insert date]*

MACQUARIE GROUP LIMITED

(ABN 94 122 169 279)

(incorporated with limited liability in the Commonwealth of Australia)

Issue of

[specify Currency and Principal Amount of Tranche]

* Delete legend if the Debt Instruments do not constitute "packaged" products, in which case, insert "Not Applicable" in paragraph 38 of Part A below. Include legend if the offer of the Debt Instruments may constitute "packaged" products and the Issuer intends to prohibit the Debt Instruments being offered, sold or otherwise made available to EEA retail investors. In this case, insert "Applicable" in paragraph 38 of Part A below.

[specify type of Debt Instruments] due [specify Maturity Date]

[specify current Programme Limit]
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 Offering Circular dated [●] [and the supplemental Offering Circular dated [insert date] ([together] “**Offering Circular**”). This document constitutes the Pricing Supplement of a Tranche of [describe type of Debt Instruments] described herein (“**Debt Instruments**”) and must be read in conjunction with such Offering Circular. Full information on the Issuer and the offer of the Debt Instruments is only available on the basis of the combination of the Pricing Supplement and the Offering Circular. [The Offering Circular [and the supplemental Offering Circular] [is] [are] available for viewing at [address] [and] [website] and copies may be obtained from [address].]]

[[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date]

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (“**Conditions**”) set forth in the [Offering Circular] dated [original date] (“[previous Offering Circular]”) [and the supplemental [Offering Circular] dated [insert date] ([together] “**Offering Circular**”). This document constitutes the Pricing Supplement for the [describe type of Debt Instruments] described herein (“**Debt Instruments**”) and must be read in conjunction with the Offering Circular [and the supplemental Offering Circular] dated [insert date] [and [insert date]] save in respect of the Conditions which are extracted from the [previous Offering Circular] and are attached hereto. [The Offering Circular [and the supplemental Offering Circular] [is] [are] available for viewing at [address] [and] [website] and copies may be obtained from [address].]]

[Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.]

1. Issuer: Macquarie Group Limited
(LEI: ACMHD8HWFMFUIQQ8y590)
2. Fungible with existing Series: [Specify date or state “Not Applicable”]

(If fungible with an existing Series, details of that Series, including the date on which the Debt Instruments become fungible)
3. Specified Currency [or Currencies]: [Specify currency or currencies (Condition 1.6)]¹

¹ In respect of Debt Instruments denominated in Renminbi, purchasers of the Debt Instruments should note that the Renminbi is not a freely convertible currency. All payments in respect of the Debt Instruments will be made solely by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in banknotes, by cheque or draft or by transfer to a bank account in the PRC or anywhere else outside Hong Kong). In addition, there can be no assurance that access to Renminbi funds for the purposes of making payments on the Debt Instruments or generally may remain or may not become restricted.

4. Aggregate Nominal Amount [of Debt Instruments admitted to trading]: *[Specify]*
5. Issue/Deposit Price: *[Specify percentage]* per cent. of the Aggregate Nominal Amount [plus accrued interest from *[specify date]* (if applicable)]
- [Specify whether “fully paid” or “partly paid”]*
6. Specified Denominations: *[Specify currency and amount (Condition 1.5).]*
- [N.B. Where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:*
- “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Debt Instruments in definitive form will be issued with a denomination above [€199,000].”]*
- [N.B. If an issue of Debt Instruments is (i) NOT admitted to trading on an European Economic Area (“EEA”) exchange; and (ii) only offered in the EEA in circumstances where a prospectus is not required to be published under the Prospectus Directive the [€100,000] minimum denomination is not required.]*
- [Debt Instruments (including Debt Instruments denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom, or whose issue otherwise constitutes a contravention of Section 19 FSMA, and which have a maturity of less than one year must have a minimum denomination of £100,000 (or its equivalent in other Specified Currencies).]*
- [If the Debt Instruments are admitted to trading on a regulated market in the EEA or are offered to the public in a Relevant EEA State, then the equivalent denomination for Debt Instruments denominated in an EEA currency other than euro must be calculated in accordance with the requirements (if any) in the Relevant EEA State.]*
7. [(i)] Issue/Deposit Date: *[Specify date]*
- [(ii)] Interest Commencement Date: *[Specify date]*
8. Maturity Date: *[Specify date (see Condition 6.1)]*
9. Interest Basis: *[[Specify percentage]% Fixed Rate]*
[[Specify reference rate] +/- [specify percentage]% Floating Rate]

- [Zero Coupon]
[Index Linked Interest]
[Other (specify)]
(further particulars specified below)
- Default Interest: *[In the case of interest-bearing Debt Instruments, specify any default interest rate (Condition 5.5(d)) or state "Not Applicable"]*
10. Redemption Basis: [Redemption at par]
[Index Linked Redemption]
[Partly Paid]
[Other (specify)]
11. Change of Interest or Redemption / Payment Basis: *[Specify details of any provision for convertibility of Debt Instruments into another interest or redemption/ payment basis.]*
[Specify any change to Condition 5.5(d) in relation to accrual of interest.]
12. Put / Call Options: [Applicable (further particulars specified below) / Not Applicable]
13. (i) Status of the Debt Instruments: [Unsubordinated / Subordinated] *[N.B. If nothing is specified, Debt Instruments will be unsubordinated. If subordinated, specify provisions of such subordination (Condition 4.1)]*
- (ii) Date [board] approval for issuance of Debt Instruments obtained: *[Specify date]*
14. Method of distribution: [Syndicated / Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Debt Instrument Provisions:** [Applicable / Not Applicable] *[See Condition 5.2. If not applicable, delete the remaining sub-paragraphs of this paragraph]*
- (i) Interest Rate(s): *[Specify percentage]* per cent. per annum [payable [annually / semi-annually / quarterly / monthly] in arrear]
- (ii) Interest Payment Date(s): *[Specify dates]* in each year [adjusted in accordance with *[specify Business Day Convention]*]
- (iii) Fixed Coupon Amount: *[Specify amount]* per *[specify amount]* in Nominal Amount
- (iv) Broken Amount: Initial Broken Amount: *[specify currency and amount]*
Final Broken Amount: *[specify currency and amount]*

- (v) Day Count Fraction: *[Specify] [N.B. If none is specified, the Day Count Fraction will be 30E/360 (as defined in Condition 5.3(c)(v))]⁺*
- (vi) Determination Dates: *[Specify dates in each year (i.e. insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon). N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA).]*
- (vii) Other terms relating to the method of calculating interest for fixed rate Debt Instruments *[Not Applicable / specify]*
16. **Floating Rate Debt Instrument Provisions:** *[Applicable / Not Applicable] [See Condition 5.3. If not applicable, delete the remaining sub-paragraphs of this paragraph.]*
- (i) Interest Periods: *[Specify date or dates]*
- (ii) Interest Payment Date(s): *[Specify date or dates]*
- (iii) Business Day Convention: *[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / specify other and specify whether [(adjusted)/(no adjustment)]]*
- [Specify unless no adjustment is required in which case "no adjustment". If nothing is specified there will be no adjustment. Care should be taken to match the maturity date (as well as other key dates) of the Debt Instruments with any underlying swap transactions. Since maturity dates do not automatically move with business day conventions under ISDA, it may be necessary to specify "No adjustment" in relation to the maturity date of the Debt Instruments to disapply the applicable Business Day Convention]⁺⁺*
- (iv) Relevant Financial Centre: *[Specify] [N.B. If none is specified, the city most closely connected with the Reference Rate to be used in the determination of the Calculation Agent]*
- (v) Manner in which the Interest Rate(s) are to be determined: *[ISDA Determination / Screen Rate Determination / other (specify)]*
- (vi) Party responsible for calculating the Interest Rate(s) and Interest Calculation Agent: *[insert name and address of]*

⁺ "Actual/365 (Fixed)" shall be specified for "Day Count Fraction" in respect of Debt Instruments denominated in Renminbi.

⁺⁺ "Modified Following" shall be specified for "Business Day Convention" in respect of Debt Instruments denominated in Renminbi.

Amount(s):	<i>specified office</i>
(vii) ISDA Determination:	[Applicable / Not Applicable] <i>[If Condition 5.3(b)(i) applies:</i>
[Floating Rate Option:]	<i>[Specify]</i>
[Designated Maturity:]	<i>[Specify]</i>
[Reset Date:]	<i>[Specify]</i>
(viii) Screen Rate Determination:	[Applicable / Not Applicable] <i>[If Condition 5.3(b)(ii) applies:</i>
[Reference Rate:]	<i>[Specify] [For example: LIBOR, EURIBOR or BBSW.]</i>
[Interest Determination Date(s):]	<i>[Specify] [For example, second London business day prior to the start of each Interest Period of LIBOR other than sterling or euro LIBOR, first day of each Interest Period of sterling LIBOR and the second day on which the TARGET 2 System is open prior to the start of each Interest Period of EURIBOR or euro LIBOR.]</i>
[Relevant Screen Page:]	<i>[Specify] [In the case of EURIBOR, if not Reuters Page EURIBOR1, ensure it is a page which shows a composite rate or amend the fallback provisions appropriately.]</i>
[Relevant Time:]	<i>[Specify] [If none are specified, the Reference Banks will be four major banks specified by the Calculation Agent in the inter-bank market that is most closely connected with the Reference Rate.]</i>
[Reference Banks:]	<i>[Specify]</i>
[Principal Financial Centre:]	<i>[Specify] [State whether Condition 5.3(b)(i) or 5.3(b)(ii) applies]</i>
(ix) Margin:	<i>[Specify] [State whether positive or negative]</i>
(x) Minimum Interest Rate:	<i>[Specify]</i>
(xi) Maximum Interest Rate:	<i>[Specify]</i>
(xii) Day Count Fraction:	<i>[Specify]</i>
(xiii) Fallback Interest Rate:	<i>[Specify]</i>
(xiv) Representative Amount:	<i>[Specify] [N.B. If none is specified, an amount which is representative for a single transaction in the relevant market or the relevant time]</i>

17. **Zero Coupon Debt Instrument Provisions:** [Applicable / Not Applicable]
- (i) [Amortisation/Accrual] Yield: [Not Applicable / *[specify percentage]* per cent. per annum] [*See Condition 5.6*]
 - (ii) Reference Price: [Not Applicable / *specify price*]
 - (iii) Any other formula/basis of determining amount payable: [*Specify*] [*Consider whether it is necessary to specify a Day Count Fraction for the purposes of the calculation of Early Redemption Amounts*]
18. **Index-Linked Debt Instrument / other variable-linked Debt Instrument Provisions:** [*Specify if Condition 5.4 applies for other rates*] [Applicable / Not Applicable]: [*N.B. If not applicable, delete the remaining sub-paragraphs of this paragraph*]
- (i) Index / formula / other variable: [*Specify or annex details*]
 - (ii) Calculation Agent responsible for calculating the interest due: [*Specify*]
 - (iii) Provisions for determining Coupon where calculated by reference to Index and/or formula and/or other variable: [*Specify*] [*Include a description of market disruption or settlement disruption events and adjustment provisions*]
 - (iv) Determination Dates(s): [*Specify dates in each year (i.e. insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*]
 - (v) Provisions for determining Coupon where calculated by reference to Index and/or formula and/or other variable is impossible or impracticable or otherwise disrupted: [*Include a description of market disruption or settlement disruption events and adjustment provisions*]
 - (vi) Party responsible for calculating the Interest Rate(s) and Interest Amount(s): Calculation Agent: [*insert name and address of specified office*]
 - (vii) Interest or calculation period(s): [*Specify date or dates*]
 - (viii) Business Day Convention: [Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention]
 - (ix) Relevant Financial Centre(s): [*Specify*] [*If none is specified, the city most closely connected with the Reference Rate to be used in the determination of the Calculation Agent*]
 - (x) Minimum Rate / Amount of Interest: [*Specify*]

- (xi) Maximum Rate / Amount of Interest: [Specify]
- (xii) Day Count Fraction: [Specify]
19. **Dual Currency Debt Instrument Provisions:** [Applicable / Not Applicable] [If “applicable”, give details]
20. **Equity-Linked Debt Instrument Provisions:** [Specify if Condition 5.4 applies for other rates]
[Applicable / Not Applicable]: [if not applicable, delete the remaining sub-paragraphs of this paragraph]
- (i) Whether the Debt Instruments relate to a basket of equity securities or a single equity security (each an **Underlying Equity**) and the identity of the relevant issuer(s) of the Underlying Equity/Equities) (each an **Equity Issuer**): [Underlying Equity: [Specify or annex details]]
[Equity Issuer: [Specify]]
[ISIN/Common Code: [Specify]]
- (ii) Whether redemption of the Debt Instruments will be by (a) Cash Settlement or (b) Physical Delivery or (c) Cash Settlement and/or Physical Delivery: [Specify]
- (iii) Relevant provisions for determining the Final Redemption Amount: [Specify]
- (iv) Valuation Dates(s): [Specify dates in each year (i.e. insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)]
- (v) Valuation Time: [Specify]
- (vi) Disrupted Day: [Specify]
- (vii) Multiplier for each Underlying Equity comprising the basket ([which is subject to adjustment]): [Specify]
- (viii) Trade Date: [Specify]
- (ix) Relevant Assets: [Specify]
- (x) Asset Amount: [Specify]
- (xi) Cut-Off Date: [Specify]

- (xii) Delivery provisions for Asset Amount (including details of who is to make such delivery): *[Specify]*
- (xiii) Potential Adjustment Events: *[Specify]*
- (xiv) Additional Disruption Events: *[Specify] [N.B. May include merger, nationalisation, insolvency, tender events]*
- (xv) Exchange(s): *[Specify] [Include any related exchange(s)]*
- (xvi) Exchange rate: *[Specify]*
- (xvii) Other terms or special conditions: *[Specify]*

PROVISIONS RELATING TO REDEMPTION

21. **Redemption at Issuer's option (Call):** *[Specify if Condition 6.2 is "Applicable" or "Not applicable"]*
- [Specify any relevant conditions to exercise of option]*
- [In the case of Subordinated Debt Instruments, specify if any regulatory consents and approvals are required for early redemption]*
- (i) Option Redemption Date(s): *[Specify whether interest-bearing Debt Instruments may be redeemed on a date which is not an Interest Payment Date]*
- (ii) Option Redemption Amount(s) of each Debt Instrument and method, if any, of calculation of such amount: *[Specify whether the Early Redemption Amount (Call) is the principal amount of the Debt Instruments together with accrued interest (if any) thereon or insert amount or full calculation provisions.]*
- [N.B. Consideration should also be given to whether the calculation of the Early Redemption Amount (Call) is to be based upon a make-whole amount which would be calculated in accordance with a formula that will need to be detailed on a case by case basis for each Series as specified in the Pricing Supplement, having regard to the present value on the Early Redemption Date (Call) of the principal amount of the Debt Instruments and scheduled or anticipated interest on the Debt Instruments up to and including the original Maturity Date. The present value would be calculated by reference to a discount and benchmark rate, details of which to be attached as an annex to the Pricing Supplement.]*

- (iii) If redeemable in part: *[Specify whether redemption at Issuer's option is permitted in respect of some only of the Debt Instruments and, if so, any minimum aggregate principal amount and, in the case of Debt Instruments in definitive form the means by which Debt Instruments will be selected for redemption]*
- (a) Minimum Redemption Amount:
- (b) Maximum Redemption Amount:
- (iv) Notice period: *[Specify minimum and/or maximum notice periods for the exercise of the call option]*
22. **Redemption at Debt Instrument Holder's option (Put):** *[Specify if Condition 6.3 is "Applicable" or "Not applicable"]*
- [Specify any relevant conditions to exercise of option]*
- (i) Option Redemption Date(s): *[Specify whether interest-bearing Debt Instruments may be redeemed on a date which is not an Interest Payment Date]*
- (ii) Option Redemption Amount(s) of each Debt Instrument and method, if any, of calculation of such amount: *[Specify whether the Early Redemption Amount (Put) is the outstanding principal amount of the Debt Instruments together with accrued interest (if any) thereon or insert amount or full calculation provisions]*
- (iii) Notice period: *[Specify minimum notice period for the exercise of the put option, if not 45 days]*
23. **Final Redemption Amount of each Debt Instrument:** *[Not Applicable / Maturity Redemption Amount: [specify the outstanding principal amount of the Debt Instruments or insert amount or full calculation provisions]]*
- [Specify any change to Condition 6.9 (regarding redemption of Zero Coupon Debt Instruments)]*
24. **Redemption at Issuer's option for loss of deductibility (Condition 6.5) / regulatory reasons (Condition 6.6)** *[Specify if either or both of Conditions 6.5 or 6.6 are "Applicable" or "Not applicable"]*
- [Specify any relevant conditions to exercise of option]*
- In the case of Subordinated Debt Instruments, specify if any regulatory consents and approvals are required for early redemption]*
- (i) Option Redemption Date(s): *[Specify whether interest-bearing Debt Instruments may be redeemed on a date which is not an Interest Payment Date]*

- (ii) Option Redemption Amount(s) of each Debt Instrument and method, if any, of calculation of such amount: *[If Condition 6.4 is specified as Applicable, the Early Redemption Amount (Tax) for the purposes of that Condition should be set out in paragraph 25 below). In other circumstances specify any changes to the early redemption amount as set out in Condition 6.5 or 6.6 as the case may be) (ie, specify that the early redemption amount is the principal amount of the Debt Instruments together with accrued interest (if any) thereon or insert amount or full calculation provisions]*
- (iii) If redeemable in part: [Not Applicable]
- (iv) Notice period: [Minimum: 30 days / specify other minimum notice period for the exercise of the option.]
- [Maximum" 60 days / specify maximum notice period for the exercise of the option.]

25. Early Redemption Amount

- (i) Early Redemption Amount (Tax): *[Specify whether the Early Redemption Amount (Tax) is the outstanding principal amount together with accrued interest (if any) thereon of the Debt Instruments or insert amount or full calculation provisions.]*
- [In the case of Subordinated Debt Instruments, specify if any regulatory consents and approvals are required for early redemption of Subordinated Debt Instruments.]*
- (ii) Early Redemption Amount (Default): *[Specify whether the Early Redemption Amount (Default) is the outstanding principal amount together with accrued interest (if any) thereon of the Debt Instruments or insert amount or full calculation provisions]*

GENERAL PROVISIONS APPLICABLE TO THE DEBT INSTRUMENTS

26. Form of Debt Instrument:

- (i) Form: [[Bearer / Registered] [See Condition 1.1]]
- [Registered Debt Instruments: specify any change to Condition 1.4]*
- [[If the term of the Debt Instruments is 365 days or more,*
- [Bearer (Condition 1.1).*
- Temporary Global Debt Instrument exchangeable for a Permanent Global Debt Instrument upon certification as to non-US beneficial ownership no earlier than 40 days after the completion of distribution of the Debt Instruments as determined by the Issuing and Paying Agent, which is exchangeable for Definitive Debt

Instruments in certain limited circumstances.]]

[Or, if the term of the Debt Instrument is 364 days or less:

[Bearer (Condition 1.1)

On issue the Debt Instruments will be represented by a Debt Instrument in permanent global form, exchangeable for Debt Instruments in definitive form in certain limited circumstances.]]]

[N.B. The exchange upon notice option should not be expressed to be applicable if the Specified Denomination includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including €199,000".]

(ii) Type:

[Fixed Rate Debt Instrument / Floating Rate Debt Instrument / Indexed Interest Debt Instrument / Indexed Redemption Amount Debt Instrument / Zero Coupon Debt Instrument / Partly Paid Debt Instrument]

[N.B. Debt Instruments may be a combination of the above. See Condition 1.2.]

- | | | |
|-----|---|---|
| 27. | Additional Business Centre: | <i>[Specify any other or Additional Business Centres (Condition 5.7) or specify "Not Applicable"]</i> |
| 28. | Talons for future Coupons or Receipts to be attached to Definitive Debt Instruments (and dates on which such Talons mature): | <p><i>[Yes / No] [If yes, give details]</i></p> <p><i>[Missing or unmatured Coupons, Receipts etc: specify any change to Condition 7.1.4 re missing or unmatured Coupons or unexchanged Talons or specify "Not Applicable"]</i></p> |
| 29. | Details relating to Partly Paid Debt Instruments: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Debt Instruments and interest due on late payment: | <i>[Not Applicable / specify interest calculation (Condition 5.5(e))]</i> |
| 30. | Details relating to Instalment Debt Instruments: amount of each instalment, date on which each payment is to be made: | <i>[Not Applicable / specify number, amounts and dates for payment of Instalment Amounts in respect of Debt Instruments]</i> |

31. Redenomination, renominatisation and reconventioning provisions: [Not Applicable / Applicable] *[If redenomination or exchangeability into Euro applies, specify any redenomination/exchange provisions in full]*
32. Consolidation provisions: [Not Applicable]
33. Other terms: [Not Applicable / give details and specify any Conditions to be altered, varied, deleted otherwise than as provided above and also any additional Conditions to be included.]
- (i) Payments in Australian Dollars: [Not Applicable / specify whether address for payments or location of account must be outside Australia (Conditions 7.2.3 and 7.4(a))]
- (ii) Exceptions to Condition 8: [Not Applicable / see Condition 8(e)]
- (iii) Other currency of account: [Not Applicable / specify any change to Condition 12]
- (iv) Governing law: [English law / The laws of New South Wales]
- (v) Place for notices: [Specify] [See Conditions 18.1 and 18.2]

DISTRIBUTION

34. (i) If syndicated, names of relevant Dealers: [Not Applicable / specify names and addresses of specified offices]
- [The following purchasers of this tranche of Debt Instruments are not Dealers named in the Base Prospectus:
- [specify Dealers not named]]
- (ii) Date of [Subscription] Agreement: [Specify]
- (iii) Stabilising manager(s): [Not applicable / specify name(s) and address(es) of specified office(s).]
- [N.B. Stabilisation is not permitted in Australia and should be stated to be "Not Applicable" for domestic issues in Australia.]
35. If non-syndicated, name of relevant Dealer: [Insert name and address of specified office]
36. Total commission and concession: [[Where an exempt offer only of Debt Instruments is anticipated:
- [[Specify percentage] per cent of the Aggregate Nominal Amount [of Debt Instruments admitted to trading]]

37. Additional selling restrictions: [Not Applicable / *specify details*]
 [TEFRA D Rules - *only required for bearer Debt Instruments and if not TEFRA D Rules specify otherwise*]

[N.B. TEFRA D rules should apply to issues of Debt Instruments unless it is agreed by the Issuer at the time of completion of the Pricing Supplement that TEFRA C rules should apply or that TEFRA D rules should not be applied to a particular issue of Debt Instruments]

[[Where the term of the Debt Instrument is 364 days or less:
 [Not Applicable]
[Or, where the term of the Debt Instrument is 365 days or more:
 [TEFRA D Rules (or, in respect of TEFRA D or TEFRA C, any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010)]]
38. Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]
(If the Debt Instruments clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Debt Instruments may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified.)
39. Non-exempt Offer: [Not Applicable / Applicable - see Paragraph 13 of Part B below]

PURPOSE OF THE PRICING SUPPLEMENT

This Pricing Supplement comprises the final terms required for issue [and] [admission to trading on [*specify relevant market*]] of the Debt Instruments described herein pursuant to the U.S.\$[*specify current Programme Limit*] Debt Instrument Programme of Macquarie Group Limited.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement. *[[Describe relevant third party information] has been extracted from [*specify source*].]* [Macquarie Group Limited confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

CONFIRMED

MACQUARIE GROUP LIMITED

By:

[Authorised Person]

PART B - OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing [Application has been made for the Debt Instruments to be listed on *[specify]* / None]
- (ii) Admission to trading: [[Application has been made for the Debt Instruments to be admitted to trading on *[specify]* with effect from *[insert date]* / Not Applicable]
- [Where documenting a fungible issue need to indicate that original securities are already admitted to trading.]*
- (iii) Estimate of total expenses related to admission to trading: *[Specify]*

2. RATINGS

- Credit Ratings: *[[Where the Debt Instruments have not been rated:*
- [The Debt Instruments to be issued have not been rated by any rating agency. However, the Debt Instruments are issued pursuant to Macquarie Group Limited's U.S.\$*[specify current Programme Limit]* Debt Instrument Programme which is rated by rating agencies as follows:
- Standard & Poor's: *[specify]*
- Moody's Investors Service: *[specify]*
- Fitch Ratings: *[specify]*
- [or, where the Debt Instruments have been rated:]*
- [The Debt Instruments to be issued have been rated by the following ratings agency(ies):
- [Standard & Poor's: *[specify]*
- [Moody's Investors Service: *[specify]*
- [[Other (specify): [specify]]]*

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE / OFFER]**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

Save as discussed in ["Subscription and Sale" on pages [●] to [●] of the Base Prospectus dated [●]] [and on pages [●] to [●] of the supplement to the Offering Circular dated [●]], so far as the Issuer is aware, no person involved in the offer of the Debt Instruments has an interest material to the offer.

4. **TOTAL EXPENSES AND USE OF PROCEEDS**

Total expenses: [Specify]

[If not included through section 4 above, include a statement as to the total expenses related to the admission to trading here]

Use of proceeds; [Specify]

5. **[Fixed Rate Debt Instruments only] YIELD**

Indication of yield: [Specify]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. **[Index-Linked, Equity-Linked or other variable-linked Debt Instruments only] [PERFORMANCE OF INDEX / BASKET OF INDICES / FORMULA/OTHER VARIABLE AND OTHER INFORMATION CONCERNING THE UNDERLYING]**

[Include details of where past and future performance and volatility of the [index/basket of indices] / formula / other variable can be obtained. Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and circumstances when the risks are most evident. Where the underlying is a security, need to include the name of the issuer of the security and the ISIN (International Security Identification Number) or CMU instrument number or other such security identification code). Where the underlying is an [index/basket of indices], need to include the name of the [index/indices] and a description of the [index/indices] if composed by the Issuer. If the [index/indices] is not composed by the Issuer need to include details of where the information about [the/each] index can be obtained. Where the underlying is an interest rate, a description of the interest rate. Where the underlying is a basket of indices, need to include disclosure of the relative weightings of each index in the basket. Where the underlying does not fall within the categories specified above, need to include equivalent information.]]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained] / [does not intend to provide post-issuance information.]

7. *[Dual Currency Debt Instruments only]* **[PERFORMANCE OF RATE(S) OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT]**

[Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained. Where the underlying is an index, need to include the name of the index and a description if composed by the Issuer and, if the index is not composed by the Issuer, need to include details of where the information about the index can be obtained. The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained] / [does not intend to provide post-issuance information.]

8. *[Equity Linked Debt Instruments only]* **[PERFORMANCE OF UNDERLYING EQUITY, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING]**

[All disclosures contained in this Pricing Supplement regarding the [Underlying Equity] and/or the [Equity Issuer] are derived from publicly available documents or other specified publicly available sources. The Issuer has not participated in the preparation of such documents nor made any due diligence inquiry with respect to the information provided therein.

Investors in the Debt Instruments are urged to conduct their own investigation into the [Underlying Equity]. Furthermore, there can be no assurance that all events occurring prior to the date of these Pricing Supplement (including events that would affect the accuracy or completeness of such publicly available documents) that would affect the prices of the [Underlying Equity] (and therefore the trading price of the Debt Instruments) have been publicly disclosed. Subsequent disclosure of any such events or the disclosure or failure to disclose material future events concerning the Underlying Equity could affect the trading price and redemption value of the Debt Instruments.

(i) Description of [Equity Issuer]

[Insert]

[Source: [●]]

(ii) Historical Information

[Insert]

[Source: [●]]

(iii) Further Information

[Insert]

9. *[Equity Linked Debt Instruments only]* **[INFORMATION IN RELATION TO THE REFERENCE ENTITY, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE REFERENCE ENTITY]**

[Insert / Not Applicable]

10. BENCHMARKS

Relevant Benchmark[s]: *[[Specify benchmark] is provided by [administrator legal name] [repeat as necessary]. [As at the date hereof, [administrator legal name][appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of Regulation (EU) 2016/1011, as amended] / [As far as the Issuer is aware, as at the date hereof, the [specify benchmark] does not fall within the scope of Regulation (EU) 2016/1011, as amended by virtue of Article 2 of that regulation] OR [the transitional provisions in Article 51 of the BMR apply], such that [insert names(s) of administrator(s)] [is/are] not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence)] / [Not Applicable]*

11. OPERATIONAL INFORMATION

ISIN Code: *[Specify]*

Common Code: *[Not Applicable / specify]*

CUSIP: *[Not Applicable / specify]*

CMU instrument number: *[Not Applicable / specify]*

CFI: *[Not Applicable / specify]*

FISN: *[Not Applicable / specify]*

Any clearing system(s) other than Euroclear Bank SA/NV, and Clearstream Banking, S.A. or the CMU Service and the relevant identification number(s): *[Not Applicable / specify the Austraclear system or another clearing system if applicable]*

Delivery: *Delivery [against / free of] payment*

Issuing and Paying Agent: *[Citibank, N.A., London Branch] [address of specified office]*

[Additional Paying Agent(s) (if any):] *[Name and address of specified office]*

CMU Lodging Agent: *[Not Applicable / [Citicorp International Limited]] [address of specified office]*

Registrar: *[Name and address of specified office]*

Transfer Agent: *[Name and address of specified office]*

Common Depositary: [Not Applicable / *[specify]*]

Programme Documents: [*Specify any additional documents not referred to in the definition of "Programme Documents" in the Agency Agreement*]

Place of delivery of Definitive Debt Instruments: [*See Clause 4.5(a)(iv) of the Agency Agreement*]

12. ADDITIONAL INFORMATION, OTHER TERMS OR SPECIAL CONDITIONS

[*Specify*]

13. PUBLIC OFFER TEST

The Debt Instruments [are / are not] intended to be issued in a manner which satisfies the requirements of Section 128F of the Income Tax Assessment Act 1936 of Australia.

Directory

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Attention: Treasurer

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Facsimile: + 61 2 8937 7115
Attention: Head of Bond Syndicate, Global Markets

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Facsimile: + 44 20 7986 9050
Attention: MTN Desk

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Attention: Euro Medium Term Note Desk

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Attention: Head of Fixed Income Origination

ING Bank NV

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Attention: Legal

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Attention: Executive Director,
Head of Debt Securities

ISSUE AND PRINCIPAL PAYING AGENT

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c/o Citibank, N.A., Dublin Branch

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CMU LODGING AGENT

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Attention: Agency and Trust

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