

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To: Company Name/Scheme BT Investment Management Limited BTT.AX
ABN/ACN/ARSN 28126385822

1. Details of substantial holder

Name Macquarie Group Limited ('MQG'); and
its controlled bodies corporate listed in Annexure A
(Macquarie Group Entities)
ABN/ACN/ARSN (if applicable) 122 169 279

The holder became a substantial holder on: 16 June 2015

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities	Number of securities	Person's votes	Voting power
'FPO'	28,451,344	28,451,344	9.73%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest	Number of securities	Class
MACQUARIE BANK LIMITED	Pursuant to section 608 of the Corporations Act	57,520	FPO
MACQUARIE CAPITAL (AUSTRALIA) LIMITED	Macquarie Capital (Australia) Limited ("MCAL") entered into an Underwriting Agreement on 16 June 2015 with UBS AG, Australia Branch and Westpac Banking Corporation (see annexure C). Pursuant to section 608 of the Corporations Act and the terms of the Underwriting Agreement, MCAL acquired a relevant interest in 27,500,000 shares in BT Investment Management Limited on execution of the Underwriting Agreement. Under the Underwriting Agreement, MCAL acted as joint lead manager of the sale of these shares, all of which have been sold. Macquarie Group Limited will file a ceasing to be a substantial shareholder notice following settlement of the sale of those shares.	27,500,000	FPO
MACQUARIE INVESTMENT MANAGEMENT LTD	Pursuant to section 608 of the Corporations Act	770,298	FPO
MACQUARIE FUNDS MANAGEMENT HONG KONG LIMITED	Pursuant to section 608 of the Corporations Act	123,526	FPO

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Number of securities	Class
MACQUARIE BANK LIMITED	MACQUARIE BANK LIMITED	MACQUARIE BANK LIMITED	57,520	FPO
MACQUARIE CAPITAL (AUSTRALIA) LIMITED	MACQUARIE CAPITAL (AUSTRALIA) LIMITED	MACQUARIE CAPITAL (AUSTRALIA) LIMITED	27,500,000	FPO
MACQUARIE INVESTMENT MANAGEMENT LIMITED	Northern Trust Corporation (Singapore Branch)	Northern Trust Corporation (Singapore Branch)	519,781	FPO
	BOND STREET CUSTODIANS LIMITED	BOND STREET CUSTODIANS	250,517	FPO
MACQUARIE FUNDS MANAGEMENT HONG KONG LIMITED	Goldman Sachs International	Goldman Sachs International	102,864	FPO
	Morgan Stanley	Morgan Stanley	20,662	FPO

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration	Number of securities	Class
See Annexure B				

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

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

7. Addresses

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

Name	Address
MACQUARIE GROUP LIMITED	Level 6, 50 Martin Place, Sydney, New South Wales, Australia 2000
MACQUARIE BANK LIMITED	Level 6, 50 Martin Place, Sydney, New South Wales, Australia 2000
MACQUARIE INVESTMENT MANAGEMENT LTD	Level 6, 50 Martin Place, Sydney, New South Wales, Australia 2000
MACQUARIE FUNDS MANAGEMENT HONG KONG LIMITED	Level 18, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
MACQUARIE CAPITAL (AUSTRALIA)	Level 6, 50 Martin Place, Sydney, New South Wales, Australia 2000
Northern Trust Corporation (Singapore Branch)	1 George Street #12-06 Singapore 049145
BOND STREET CUSTODIANS LIMITED	Level 6, 50 Martin Place, Sydney, New South Wales, Australia 2000
Goldman Sachs International	Peterborough Court, 133 Fleet Street, Long EC4A 2BB
Morgan Stanley	Chifley Tower, 2 Chifley Square, Sydney NSW 2000

Signature

Print name Dennis Leong

Capacity Company Secretary

Sign here

Date 18 June 2015

For personal use only

ANNEXURE 'A'

This is the annexure marked 'A' of 14 pages referred to in the Notice of initial substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
18 June 2015

Controlled Bodies Corporate

ACN / Company No	Entity Name	Incorp Country
133419708	160 CENTRAL HOLDING COMPANY PTY LIMITED	Australia
657826-8	Macquarie BFS Holdings Ltd.	Canada
6581935	Macquarie Funding Inc.	Canada
81119477	ALLOCA (NO. 4) PTY. LIMITED	Australia
136 024 970	A.C.N. 136 024 970 PTY LTD	Australia
163 395 757	Macquarie HLH Pty Limited (To be dissolved)	Australia
154 402 927	A.C.N. 154 402 927 Pty Ltd	Australia
153 275 677	ACN 153 275 677 Pty Ltd	Australia
	Alster & Thames Partners (USA) LLC	United States
75295608	MACQUARIE SPECIALISED ASSET MANAGEMENT 2 LIMITED	Australia
69343693	MC CAPITAL HOLDINGS NO.1 PTY LIMITED	Australia
20-3690322	AVENAL POWER CENTER, LLC	United States
	Texas Rail Terminal LLC	United States
4680004	BOSTON AUSTRALIA PTY LIMITED	Australia
8206644	Battens Farm Solar Park Limited	United Kingdom
158 626 549	CAPITAL ENERGY LEASING PTY LIMITED	Australia
8604966	BELIKE NOMINEES PTY. LIMITED	Australia
	Bella Holdings LLC	United States
	Bella Property Owner LLC	United States
75289002	MACQUARIE SECURITISATION (OBU) PTY LIMITED	Australia
20-5600465	BIG SANDY CREEK WIND, LLC	United States
200921086K	RESOURCE MARINE PTE. LIMITED	Singapore
88217	Bunhill Investments Unlimited	Jersey
5008702	BOSTON LEASING PTY. LIMITED	Australia
20-2937246	Blue Grass Abstract LLC	United States
46-5587770	Blueshine, LLC	United States
OC315196	The Bluebell Transportation LLP	United Kingdom
B64188642	Bruna Moon S.L.	Spain
30-0746347	Boketo LLC	United States
	BOOTH STAFF LOANS TRUST	Australia
8301922	Bottom Plain Solar Park Limited	United Kingdom
95-2690571	BREK MANUFACTURING CO.	United States
1218745	BROOK ASSET MANAGEMENT LIMITED	New Zealand
6880217	MACQUARIE FUNDS MANAGEMENT PTY LIMITED	Australia
8607065	BOND STREET CUSTODIANS LIMITED	Australia
8606924	BOND STREET INVESTMENTS PTY. LIMITED	Australia
3435443	MACQUARIE SECURITIES MANAGEMENT PTY LIMITED	Australia
2832126	MACQUARIE SECURITIES (AUSTRALIA) LIMITED	Australia
74453286	MACQUARIE AUSTRALIA SECURITIES PTY LIMITED	Australia
200228	MACQUARIE (HK) FINANCIAL SERVICES LIMITED	Hong Kong
86438995	MQ SPECIALIST INVESTMENT MANAGEMENT LIMITED	Australia
	BUCKLING STAFF LOANS TRUST (Dissolved 30/09/2014) (Dissolved 30/09/2014)	Australia
2865830	BUTTONWOOD NOMINEES PTY LIMITED	Australia
26-5600465	CANADIAN BREAKS LLC	United States
27-0201348	MACQUARIE CAPITOLA VILLAS INC.	United States
106204862	FUNDCORP PTY LIMITED	Australia
	Cefiro Capital S.A.P.I. de C.V. SOFOM E.N.R.	Mexico
	Energia del Norte Holding S.A.P.I. de C.V	Mexico
4228146	Macquarie Financial Ltd./Financiere Macquarie Ltee.	Canada
B 142634	Chartreuse et Mont Blanc GP S.a r.l.	Luxembourg
46527C1/GBL	CHINA PROPERTY INVESTMENTS LIMITED	Mauritius
	Commerce and Industry Brokerage Inc.	United States
2228708	CIORL LP Limited	Canada
20-2937258	Closing Documentation Services, LLC	United States
	CMC Holdco Inc.	United States
	CMC Industries Inc.	United States
	CMC Railroad Inc.	United States
4800336	Capital Meters Holdings Limited	United Kingdom
4800317	Capital Meters Limited	United Kingdom
30-0791081	Colorado - PTH, LLC	United States
3709182	Columbia Service Partners of West Virginia, Inc.	United States

36-04540864	Columbia Service Partners of Ohio, Inc.	United States
36-02070862	Columbia Service Partners of Pennsylvania, Inc.	United States
30-4540865	Columbia Service Partners of Kentucky, Inc.	United States
25-1787891	Columbia Service Partners, Inc.	United States
	Connecticut Mystic Lien, LLC	United States
93-1043421	Macquarie Energy LLC	United States
7545410	Corona Energy Retail 5 Limited	United Kingdom
4752472	Macquarie Corona Energy Holdings Limited	United Kingdom
3241012	Corona Energy Limited	United Kingdom
3241002	Corona Energy Retail 1 Limited	United Kingdom
SC138299	Corona Energy Retail 2 Limited	United Kingdom
2746961	Corona Energy Retail 3 Limited	United Kingdom
2798334	Corona Energy Retail 4 Limited	United Kingdom
2879748	Corona Gas Management Limited	United Kingdom
41-2183382	Delaware Asset Advisers	United States
64075C1/GBL	DALIAN II HOLDING COMPANY LIMITED	Mauritius
147 091 227	DATAFIRM PTY LIMITED	Australia
37-1737048	DC - PTH, LLC	United States
26-3816229	Delaware Alternative Strategies	United States
27-1291359	Delaware Capital Management Advisers, Inc.	United States
23-3061021	Delaware Capital Management	United States
23-2791871	Delaware Distributors, L.P.	United States
27-2437046	Delaware Real Estate Absolute Return Partners, Inc.	United States
N/A	Delaware Management Business Trust	United States
23-2693133	Delaware Management Holdings, Inc.	United States
13-3465352	Delaware Management Company, Inc.	United States
23-2601407	Delaware Management Trust Company	United States
26-4529419	Delaware Structured Assets Partners, Inc.	United States
23-2226487	Delaware Distributors, Inc.	United States
23-2859590	Delaware Investment Advisers	United States
23-2859589	Delaware Management Company	United States
46-3119820	Delaware Investments Real Estate Absolute Return Fund, L.P.	United States
13-3465338	Delaware Service Company, Inc.	United States
	Delaware Investments Real Estate Absolute Return Fund (Master), Ltd.	Cayman Islands
	DELTA1 FINANCE TRUST	Australia
3606871	DEXIN NOMINEES PTY. LIMITED	Australia
46-4850078	Delaware Investments Advisers Partner, Inc.	United States
46-5321087	Delaware Investments Advisory Services	United States
46-4639812	Delaware Investments Distribution Partner, Inc.	United States
	Delaware Investments Fund Advisers	United States
	Delaware Investments Fund Services Company	United States
083 158 614	DIVCO 22 PTY LIMITED	Australia
097 290 821	DIVCO 96 PTY LIMITED	Australia
131476910	MACQUARIE ADVANCED INVESTMENT MANAGEMENT PTY LIMITED	Australia
FN 350922 m	Macquarie Investment Management Holdings (Austria) GmbH	Austria
34298325	E-MAC DE 2009-I B.V.	Netherlands
B-136254	Enero Warehouse Leasing Finance S.a.r.l.	Luxembourg
69344001	ELISE NOMINEES PTY LIMITED	Australia
6435810	EQUITAS NOMINEES PTY. LIMITED	Australia
	ERC Holdco LLC	United States
1396768	Macquarie Greater China Infrastructure Advisory Limited	Hong Kong
WK-245599	Macquarie Greater China Infrastructure Management Limited	Cayman Islands
WK-228075	MACQUARIE INFRASTRUCTURE LIMITED	Cayman Islands
20-5600465	FAS 1 LLC	United States
86159060	MACQUARIE CAPITAL INVESTMENT MANAGEMENT (AUSTRALIA) LIMITED	Australia
137357	FINCH SECURITIES LIMITED	Cayman Islands
46-2260160	Florida Coral Lien Investments, LLC	United States
61-1577729	Florida Dundee Lien Investments, LLC	United States
36-4767568	FL - PTH 10, LLC	United States
80-0940702	FL - PTH 1, LLC	United States
90-1004919	FL - PTH 2, LLC	United States
61-1718024	FL - PTH 3, LLC	United States
80-0941771	FL - PTH 4, LLC	United States
90-1005859	FL - PTH 5, LLC	United States
80-0942248	FL - PTH 6, LLC	United States
90-1006383	FL - PTH 7, LLC	United States
80-0942772	FL - PTH 8, LLC	United States
80-0943053	FL - PTH 9, LLC	United States
7902743	Four Burrows Solar Park Limited	United Kingdom
95-4881110	Four Corners Capital Management, LLC	United States
06-1058201	Fox-Pitt Kelton Cochran Caronia Waller LLC	United States
1601171	Fox-Pitt, Kelton Limited	United Kingdom
	Fox-Pitt Kelton Cochran Caronia Waller (USA) LLC	United States
2897779	Fox-Pitt, Kelton Group Limited (in members' voluntary liquidation)	United Kingdom
32157	Fox-Pitt, Kelton N.V.	Curaçao
99228	FPK Capital I CIP GP Limited	Jersey

20-5600465	Fremantle Energy Holdings, LLC	United States
20-5600465	Fremantle Energy, LLC	United States
30-0790149	GA - PTH, LLC	United States
54001400	GATESUN PTY. LIMITED	Australia
9642942	GILLMAN PTY. LIMITED	Australia
MC143292	GLOBAL STAR GP LTD	Cayman Islands
5481707	Goonzaran Bluebell Funding Limited	United Kingdom
5473771	Goonzaran Bluebell Leasing Limited	United Kingdom
OC315171	The Goonzaran LLP	United Kingdom
	Harrison Leasing Corporation	United States
415492	HBEAR CO. NO.1 LIMITED (in voluntary liquidation)	Ireland
600077352	HELIOS INVESTMENTS AUSTRALIA PTY LIMITED	Australia
93752946	MACQUARIE FORESTRY SERVICES PTY LIMITED	Australia
125438600	HENDERSON WA PTY LIMITED	Australia
not registered	HENDERSON WA TRUST	Australia
97666	Hydra Investments 2007 Limited	Jersey
20-5600465	High Lonesome Wind, LLC	United States
	HOBSON STAFF LOANS TRUST (Dissolved 30/09/2014)	Australia
96705109	MACQUARIE CAPITAL GROUP LIMITED	Australia
104173891	HUB X PTY LIMITED	Australia
600 693 945	HYPERION INVESTMENTS AUSTRALIA PTY LIMITED	Australia
	I-4 Development Partners LLC	United States
2574914	MACQUARIE LEISURE SERVICES PTY LIMITED	Australia
2757020	IDAMENEO (NO. 79) NOMINEES PTY. LIMITED	Australia
FN 171881 t	Macquarie Investment Management Austria Kapitalanlage AG	Austria
46-1490923	Illinois Salt Fox Investments, LLC	United States
HRA43929	Industrial Investments Germany GmbH & Co. KG	Germany
65764	INFRASTRUCTURE INVESTMENT NO. 2 LTD.	Cayman Islands
	IRVING STAFF LOANS TRUST (Dissolved 30/09/2014)	Australia
CR-113608	Jackson Leasing Limited	Cayman Islands
0100-01-107687	MACQUARIE ASSET FINANCE JAPAN LIMITED	Japan
0100-02-036303	JIG HOLDINGS LIMITED	Japan
464138	Juuichi Limited (in voluntary liquidation)	Ireland
CR-113609	Kearny Leasing Limited	Cayman Islands
20-5913622	Keba Energy LLC	United States
61160558	MQ CAPITAL PTY LIMITED	Australia
56649800	L2 B.V.	Netherlands
8540407	Lackford Estate Solar Park Limited	United Kingdom
140 135 379	LAKE GEORGE WIND FARM DEVELOPMENTS PTY LTD	Australia
20-5181648	Delaware Large Cap Core Fund	United States
FC018220	Macquarie Bank Limited (US Representative Office)	United States
122169279	MACQUARIE GROUP EMPLOYEE RETAINED EQUITY PLAN (MEREP Trust)	Australia
8272295	Levantera Developments Limited	United Kingdom
	Liberty Green Renewables Indiana, LLC	United States
20-2937206	Lien Data Services, LLC	United States
HRB80214	Lightning Bolt Germany GmbH	Germany
5452920	Macquarie UK Passenger Leasing Limited	United Kingdom
486592	Macquarie Aerospace AF (Ireland) Limited	Ireland
MC-25427	Macquarie Asia Pacific Private Equity Offshore Fund, L.P.	Cayman Islands
8607038	MACQUARIE SWAN STREET PTY LIMITED	Australia
8607047	MACQUARIE AVIATION NO 1 CO PTY LIMITED (IN DEREGISTRATION)	Australia
8607109	MACQUARIE TWENTIETH AVIATION LEASING PTY. LIMITED	Australia
8606862	MACQUARIE CORPORATE FINANCE HOLDINGS PTY LTD	Australia
8606906	MACQUARIE THIRTY-THIRD AVIATION LEASING PTY. LIMITED	Australia
736210	MACQUARIE AUSTRALIA PTY LIMITED	Australia
MCM081013SY0	MACQUARIE CAPITAL (MEXICO), S.A. de C.V.	Mexico
F18440	MACQUARIE EMERGING MARKETS ASIAN TRADING PTE. LIMITED (HONG KONG BRANCH)	Hong Kong
MCF090729QX6	Macquarie Infrastructure and Real Assets México, S.A. de C.V.	Mexico
	MAC FUND ONE TRUST	Australia
MHM08101318A	MACQUARIE HOLDINGS (MEXICO), S.A. DE C.V.	Mexico
	M Acquisition Company II LLC	United States
	M Acquisition Company I LLC	United States
0100-03-012002	MACQUARIE JAPAN INFRASTRUCTURE NO.1 PTY LIMITED (JAPAN BRANCH)	Japan
0100-03-011932	MACQUARIE JAPAN INFRASTRUCTURE NO.2 PTY LIMITED (JAPAN BRANCH)	Japan
0100-03-012591	MACQUARIE JAPAN INFRASTRUCTURE NO.4 PTY LIMITED (JAPAN BRANCH)	Japan
B162599	Macquarie Private Markets Fund GP S.à r.l	Luxembourg
133001751	MACQUARIE I A RETURNS PTY LIMITED	Australia
484423	Macquarie Aerospace Ireland Limited	Ireland
26-2103542	Macquarie Affiliated Managers Holdings (USA) Inc.	United States
	Macquarie Affiliated Managers (USA) Inc.	United States
41370	Macquarie AirFinance Acquisitions Holdings Ltd.	Bermuda
464499	Macquarie AirFinance Acquisitions (Ireland) Limited	Ireland

LL09680	Macquarie AirFinance Acquisitions (Labuan) Limited	Malaysia
6767724	Macquarie AirFinance Acquisitions (UK) Limited	United Kingdom
40863	Macquarie AirFinance International Group Limited	Bermuda
B121660	Macquarie Aircraft Leasing Finance SA	Luxembourg
429567	Macquarie Aircraft Leasing Holdings (2) Limited	Ireland
139 633 015	MACQUARIE AIRCRAFT LEASING HOLDINGS PTY LIMITED	Australia
429566	Macquarie Aircraft Leasing Services (Ireland) Limited	Ireland
	Macquarie Aircraft Leasing Services (US), Inc.	United States
5988531	Macquarie Aircraft Leasing Services (UK) Limited	United Kingdom
	MACQUARIE AIRCRAFT LEASING TRUST A	Australia
41289	Macquarie AirFinance Acquisitions Limited	Bermuda
435319	Macquarie AirFinance Holdings Limited	Ireland
40569	Macquarie AirFinance International Limited	Bermuda
139 654 407	MACQUARIE AIRCRAFT LEASING PTY LIMITED	Australia
426824	Macquarie Aircraft Leasing Limited	Ireland
40673	Macquarie AirFinance Warehouse (No. 1) Limited	Bermuda
	Macquarie Allegiance Capital, LLC	United States
142 495 958	MACQUARIE ALTERNATIVE PROPERTY HOLDINGS PTY LIMITED	Australia
	Macquarie AMC Investment REIT LLC	United States
201310241D	MACQUARIE APTT MANAGEMENT PTE. LIMITED	Singapore
8253772	Macquarie Asset Finance Holdings Limited	United Kingdom
	Macquarie Asia Infrastructure Fund LP	Cayman Islands
289176	Macquarie Asia Infrastructure Management Limited	Cayman Islands
26-3263254	MACQUARIE ASSET MANAGEMENT INC.	United States
F18649	MACQUARIE BANK LIMITED (HONG KONG BRANCH)	Hong Kong
FN 331748 s	Macquarie Bank International Limited, Vienna Branch	Austria
90-0899142	Macquarie Basin Leasing LLC	United States
T11FC0018C	MACQUARIE BANK LIMITED SINGAPORE BRANCH	Singapore
20-3690322	MACQUARIE BIOMASS LLC	United States
1045	Macquarie Bank Limited (DIFC Recognised Company)	United Arab Emirates
2149053	Macquarie Capital Acquisitions (Canada) Ltd.	Canada
130 342 915	MACQUARIE CAPITAL ADVISERS CRE PTY LTD	Australia
740	Macquarie Capital (Dubai) Limited	United Arab Emirates
137760822	MACQUARIE CAPITAL ARGENTINA PTY LTD	Australia
132 864 950	MACQUARIE (CIS) HOLDINGS PTY LTD	Australia
905963	Macquarie Capital (Europe) Limited, Dublin Branch	Ireland
	Macquarie CAF Holdings Inc.	United States
736	Macquarie Capital Finance (Dubai) Limited	United Arab Emirates
744	Macquarie Infrastructure and Real Assets (Dubai) Limited	United Arab Emirates
13-3789912	Macquarie Capital Funding LLC	United States
FC027878	MACQUARIE CAPITAL GROUP LIMITED (UK BRANCH)	United Kingdom
798792-7	Macquarie Canada Inventory Holdings Limited	Canada
839742-2	Macquarie Canada MPIP GP Ltd.	Canada
839745-7	Macquarie Canada MPIP LP Ltd.	Canada
803092-8	Macquarie Capital Principal Holdings Canada Ltd	Canada
B138295	Macquarie Infrastructure and Real Assets SA	Luxembourg
13-3789912	Macquarie Capital US Acquisitions LLC	United States
133 001 359	MACQUARIE CAPITAL WIND MANAGEMENT PTY LTD	Australia
22407	Macquarie (CIS) Holdings Pty Ltd (Russia Branch)	Russian Federation
26-3771444	Macquarie America Services Inc.	United States
26-3769039	Macquarie America Holdings Inc.	United States
	Macquarie CAF LLC	United States
26-3769367	MACQUARIE CORPORATE AND ASSET FUNDING INC.	United States
20-5913559	MACQUARIE COMMODITIES FACTORING LLC	United States
6863247	Macquarie Commodities Factoring Holdings (UK) Limited	United Kingdom
20-5913559	MACQUARIE COMMODITIES FUNDING (USA) LLC	United States
20-5913559	MACQUARIE COMMODITIES HOLDINGS (USA) LLC	United States
12-377-980/0001-25	FIP Gestora de Recursos Ltda.	Brazil
201016397N	MACQUARIE COMMODITIES (SINGAPORE) PTE. LIMITED	Singapore
3.10141E+14	MACQUARIE COMMODITIES TRADING (SHANGHAI) CO, LTD	China
129962358	Macquarie CPS Trust	Australia
90-0797831	Macquarie Credit Investment Management Inc.	United States
MC-266242	MACQUARIE CREDIT NEXUS FUND LIMITED	Cayman Islands
MC-267012	Macquarie Credit Nexus Holdings Limited	Cayman Islands
MC-266243	MACQUARIE CREDIT NEXUS MASTER FUND LIMITED	Cayman Islands
27-2279644	Macquarie Crop Partners GP, LLC	United States
3.10001E+14	MACQUARIE SECURITIES (AUSTRALIA) LIMITED SHANGHAI REPRESENTATIVE OFFICE	China
SP.688/AsingP3A PDN.2/9/2010	MACQUARIE COMMODITIES (SINGAPORE) PTE. LIMITED, Indonesia Rep. Office	Indonesia
132821580	MACQUARIE DELTA1 FINANCE SERVICES PTY LIMITED	Australia
F15820	MACQUARIE EUROPEAN HOLDINGS PTY LIMITED (HONG KONG	Hong Kong
143365673	Macquarie Emerging Markets Investments Pty Ltd	Australia
20-3690322	MACQUARIE ENERGY ASSETS LLC	United States
26-2836378	Macquarie Energy Investments LLC	United States
26-1476987	Macquarie Equipment Finance, Inc.	United States

475730	Macquarie Equipment Finance Services Limited	Ireland
8253764	Macquarie Equipment Finance (UK) Limited	United Kingdom
26-1477059	Macquarie Equipment Funding, LLC	United States
	Macquarie Equipment Capital Inc.	United States
468487	Macquarie Equipment Funding Limited	Ireland
B172.199	Macquarie European Rail Limited (Luxembourg Branch)	Luxembourg
6612064	Macquarie (Europe) Nominees Limited	United Kingdom
8253782	Macquarie European Rail Limited	United Kingdom
1660458	Macquarie Greater China Limited	Hong Kong
6863285	Macquarie Factoring (UK) Limited	United Kingdom
6863307	Macquarie Factoring Finance (UK) Limited	United Kingdom
13-3789912	Macquarie Fastracks Holdings LLC	United States
26-2864605	Macquarie FG Holdings Inc.	United States
	Macquarie FICC Holdings USA Inc.	United States
U65999MH2009PTC190863	MACQUARIE FINANCE (INDIA) PRIVATE LIMITED	India
61-1718672	Macquarie Financial Markets LLC	United States
200800950C	MACQUARIE FINANCIAL SERVICES (ASIA) PTE. LIMITED	Singapore
2007/030612/07	Macquarie Financial Trustees (Proprietary) Limited	South Africa
163 421 761	MACQUARIE FORESTRY MANAGEMENT PTY LIMITED	Australia
	Macquarie Funding LLC	United States
	Macquarie Funding USA Inc.	United States
137072112	MACQUARIE FX INVESTMENTS PTY LTD	Australia
27-3311627	Macquarie Generation Management I, Inc.	United States
27-3314449	Macquarie Generation Management II, Inc.	United States
860946-2	Macquarie Global Investments Canada Ltd.	Canada
5259497	Macquarie Global Investments (UK) Limited	United Kingdom
27-3314559	Macquarie HiTIP Management I, Inc.	United States
1344888	Macquarie Meters 4 Limited	Hong Kong
728003-3	Macquarie Holdings (Canada) Ltd	Canada
6309919	Macquarie Holdings (UK) No.1 Limited	United Kingdom
CS201221372	MACQUARIE INFRASTRUCTURE ADVISORY (PHILIPPINES) INC.	Philippines
	Macquarie Infrastructure Developments LLC	United States
5755862	Macquarie Infrastructure GP Limited	United Kingdom
41533	MACQUARIE INFRASTRUCTURE REINSURANCE COMPANY LIMITED	Bermuda
F11422	MACQUARIE INTERNATIONAL LIMITED (HONG KONG BRANCH)	Hong Kong
201400728M	MACQUARIE INFRASTRUCTURE AND REAL ASSETS MANAGEMENT (ASIA) PTE. LIMITED	Singapore
41471	MACQUARIE INVESTMENT MANAGEMENT (BERMUDA) LIMITED	Bermuda
130542924	MACQUARIE INDIA PROPERTIES PTY LIMITED	Australia
2579363	Macquarie UK Holdings Limited	United Kingdom
7012592	Macquarie Investments 3 Limited	United Kingdom
4104671	Macquarie Investments (UK) Limited	United Kingdom
45-2856257	Macquarie Investments US Inc.	United States
LP16087	Macquarie Juweel Investor LP	United Kingdom
099 813 028	MACQUARIE MASTER GEARED GROWTH FUND	Australia
090 079 413	MACQUARIE MASTER SMALL COMPANIES FUND	Australia
133000987	MACQUARIE MDW INVESTMENTS PTY LTD	Australia
4921203	Macquarie Meters 1 (UK) Limited	United Kingdom
4508971	MACQUARIE MICROSTAR HOLDINGS INC	United States
130225222	MACQUARIE MIP II INVESTMENT PTY LIMITED	Australia
	Macquarie Missouri Wind LLC	United States
	Macquarie MLH, LLC	United States
N/A	Macquarie New World Gaming Partnership	Canada
27-3311477	Macquarie NM Management I, Inc	United States
27-3311556	Macquarie NM Management II, Inc.	United States
95135694	Macquarie NRAS Trust	Australia
BC0883591	NWG Canada Investments Ltd.	Canada
129 590 576	MACQUARIE OFFSHORE SERVICES PTY LTD	Australia
27-3314672	Macquarie PA TAP Management I, Inc.	United States
27-4554619	Macquarie PMI LLC	United States
	Macquarie PMI Manager LLC	United States
142 083 092	MACQUARIE RADAR HOLDINGS PTY LIMITED	Australia
730170-7	Macquarie Rail Canada Limited	Canada
20-3609362	MACQUARIE RAIL MANAGEMENT LLC	United States
HE 291792	Macquarie Renaissance Corporate Finance Holdings Limited	Cyprus
1273174	MACQUARIE RETAIL REAL ESTATE MANAGEMENT LIMITED	Hong Kong
535266	Macquarie Rotorcraft Leasing (Ireland) Limited	Ireland
46-3045888	Macquarie Rotorcraft Leasing, Inc.	United States
11.988.470/001-21	Macquarie Servicos Agricolas Limitada	Brazil
728007-6	Macquarie Securities Financing Ltd (Canada)	Canada
27-3610899	Macquarie Services (USA) Partners	United States
45-4703789	Macquarie Sierra Investment Holdings Inc.	United States
46-2716036	Macquarie-PowerFin Solar, LLC	United States
489855	Macquarie Structured Securities (Europe) Public Limited Company	Ireland
6855383	Macquarie FICC (UK) Limited	United Kingdom

200813631K	MACQUARIE FIXED INCOME CURRENCIES AND COMMODITIES (SINGAPORE) PTE. LIMITED	Singapore
20-5913559	MACQUARIE TCG (USA) LLC	United States
	Macquarie Texas Loan Holder LLC	United States
770975-7	Macquarie Oil Services Canada Ltd	Canada
108590996	MACQUARIE INTERNATIONAL INVESTMENTS PTY LIMITED	Australia
89987388	MACQUARIE PRIVATE PORTFOLIO MANAGEMENT LIMITED	Australia
54-2077555	MACQUARIE ELECTRONICS USA INC	United States
102607616	MACQUARIE DEVELOPMENT CAPITAL II PTY LIMITED	Australia
104-81-76330	MACQUARIE KOREA ASSET MANAGEMENT CO., LTD.	Korea, Republic of
363806	MACQUARIE ELECTRONICS LIMITED	Ireland
363803	MACQUARIE ELECTRONICS REMARKETING LIMITED	Ireland
103237181	MACQUARIE ALTERNATIVE ASSETS MANAGEMENT LIMITED	Australia
605377-7	Macquarie Equipment Finance Ltd./Macquarie Financement d'Équipement Ltée.	Canada
not registered	MACQUARIE HOLDINGS TRUST	Australia
198500776M	MACQUARIE (ASIA) PTE LTD.	Singapore
368589	MACQUARIE AVIATION CAPITAL GROUP	Ireland
368579	MACQUARIE AVIATION CAPITAL FINANCE LIMITED	Ireland
368580	Macquarie Corporate and Asset Finance (Ireland) Limited	Ireland
115402349	MACQUARIE DIGITAL PTY LIMITED	Australia
199704430K	MACQUARIE CAPITAL (SINGAPORE) PTE. LIMITED	Singapore
30416	Macquarie Absolute Return Strategies Global Limited	Bermuda
13-4055193	MACQUARIE REAL ESTATE INC	United States
105777704	MACQUARIE CAPITAL ALLIANCE MANAGEMENT PTY LIMITED	Australia
106197488	MACQUARIE DYNAMIC MANAGEMENT PTY LIMITED (De-registered 11/09/2014)	Australia
20-0643354	MACQUARIE INFRASTRUCTURE MANAGEMENT (USA) INC	United States
334868	MACQUARIE NEW ZEALAND LIMITED	New Zealand
107147222	MACQUARIE JAPAN INFRASTRUCTURE NO.1 PTY LIMITED	Australia
107147188	MACQUARIE JAPAN INFRASTRUCTURE NO.2 PTY LIMITED	Australia
WK-133809	MACQUARIE INVESTMENTS (SINGAPORE) LIMITED	Cayman Islands
43-2082900	Macquarie Capital Investment Management LLC	United States
0100-03-012063	MACQUARIE CAPITAL SECURITIES (JAPAN) LIMITED (TOKYO BRANCH)	Japan
200404077D	MACQUARIE NE HOLDINGS (SINGAPORE) PTE. LIMITED	Singapore
261723	MACQUARIE VEHICLES (NZ) LIMITED	New Zealand
51142C1/GBL	MACQUARIE MAURITIUS INVESTMENTS LIMITED	Mauritius
135973	Macquarie Capital Securities Limited	Hong Kong
170076	MACQUARIE FUTURES & OPTIONS (HONG KONG) LIMITED	Hong Kong
15184/2070C1/GBL	MACQUARIE CAPITAL SECURITIES (MAURITIUS) LIMITED	Mauritius
180496	Macquarie Capital Securities (Philippines) Inc.	Philippines
3481018	Macquarie North America Ltd.	Canada
198702912C	MACQUARIE CAPITAL SECURITIES (SINGAPORE) PTE. LIMITED	Singapore
1.05539E+11	MACQUARIE SECURITIES (THAILAND) LIMITED	Thailand
200408424K	MACQUARIE EMERGING MARKETS ASIAN TRADING PTE. LIMITED	Singapore
110605724	MACQUARIE CAPITAL FUNDING (LP) PTY LIMITED	Australia
88464	Macquarie Capital Funding (GP) Limited	Jersey
20-1536178	MACQUARIE COTTON INTERNATIONAL INC	United States
611405	MACQUARIE CAPITAL (HONG KONG) LIMITED	Hong Kong
1.1E+14	MACQUARIE INVESTMENT ADVISORY (BEIJING) CO LTD	China
200412291W	MACQUARIE GROUP HOLDINGS (SINGAPORE) PTE. LIMITED	Singapore
LP561	MACQUARIE CAPITAL FUNDING L.P.	Jersey
CNPJ03.516.449/0001	MACQUARIE BRASIL PARTICIPACOES LTDA	Brazil
112017919	MACQUARIE INVESTMENT HOLDINGS NO.2 PTY LIMITED	Australia
112079268	MACQUARIE EQUIPMENT RENTALS PTY LIMITED	Australia
463469-W	MACQUARIE CAPITAL SECURITIES (MALAYSIA) SDN. BHD.	Malaysia
112772871	MACQUARIE INFRASTRUCTURE MANAGEMENT (ASIA) PTY LIMITED	Australia
392769-T	MACQUARIE TECHNOLOGIES (M) SDN BHD (in liquidation wef 16 Nov 2012)	Malaysia
113054569	MACQUARIE FUNDS HEDGING PTY LTD	Australia
75067631	MACQUARIE DEBF PTY LIMITED	Australia
459515-H	MACQUARIE EQUIPMENT LEASING SDN. BHD.	Malaysia
639997-5	Macquarie Metals and Energy Capital (Canada) Ltd.	Canada
HRB52973	MACQUARIE CORPORATE FINANCE LIMITED NIEDERLASSUNG DEUTSCHLAND	Germany
8595426	MACQUARIE CORPORATE FINANCE LIMITED	Australia
110-84-02227	MACQUARIE CAPITAL SECURITIES LIMITED (SEOUL BRANCH)	Korea, Republic of
89407381	MACQUARIE CAPITAL SECURITIES LIMITED (TAIWAN BRANCH)	Taiwan
27230949	MACQUARIE (ASIA) PTE LTD. TAIWAN BRANCH	Taiwan
200505701K	MACQUARIE INSURANCE (SINGAPORE) PTE. LTD.	Singapore
114099795	MACQUARIE DIVERSIFIED ASSET ADVISORY PTY LIMITED	Australia
623285	Macquarie Infrastructure and Real Assets (Hong Kong) Limited	Hong Kong
HRB 74075	Macquarie Management GmbH	Germany
114801464	MACQUARIE EUROPEAN FINANCIAL INVESTMENTS PTY LTD	Australia
641342	MACQUARIE SECURITISATION (HONG KONG) LIMITED	Hong Kong
496224	MACQUARIE SERVICES (HONG KONG) LIMITED	Hong Kong
57952C1/GBL	MACQUARIE ASSET FINANCE MAURITIUS LTD	Mauritius

U65920MH1995PTC090696	Macquarie Capital Securities (India) Private Limited	India
115524028	MACQUARIE MIDDLE EAST MANAGEMENT LIMITED	Australia
115251619	MACQUARIE PAYMENTS INFRASTRUCTURE HOLDINGS PTY LIMITED	Australia
104-81-95716	MACQUARIE KOREA OPPORTUNITIES MANAGEMENT, LTD.	Korea, Republic of
58341C1/GBL	MACQUARIE INDIA HOLDINGS LIMITED	Mauritius
36-4307649	MACQUARIE INC	United States
116381634	MACQUARIE AGRICULTURAL SERVICES PTY LIMITED	Australia
116467031	MACQUARIE GROUP SERVICES AUSTRALIA PTY LTD	Australia
116582524	MACQUARIE FARM ASSETS AND RESOURCES MANAGEMENT PTY	Australia
20-3690322	MACQUARIE ENERGY NORTH AMERICA TRADING INC.	United States
20-3609362	MACQUARIE RAIL INC.	United States
116782006	MACQUARIE PRIVATE CAPITAL MANAGEMENT LIMITED	Australia
200513362E	MACQUARIE INFRASTRUCTURE AND REAL ASSETS (SINGAPORE) PTE. LIMITED	Singapore
94631964	EASTERN SEA INVESTMENTS PTY LIMITED	Australia
122300592	MACQUARIE ENERGY HOLDINGS PTY LTD	Australia
20-3783039	MACQUARIE FUNDS MANAGEMENT (USA) INC.	United States
6489800	Macquarie Canadian Investment Holdings Ltd.	Canada
117560282	MACQUARIE JAPAN INFRASTRUCTURE NO.3 PTY LIMITED	Australia
117560415	MACQUARIE JAPAN INFRASTRUCTURE NO.4 PTY LIMITED	Australia
CH-170.3.028.960-5/	MACQUARIE INFRASTRUCTURE HOLDINGS AG (in liquidation)	Switzerland
262381	MACQUARIE EQUIPMENT FINANCE LIMITED	New Zealand
20-4166306	MACQUARIE INFRASTRUCTURE PARTNERS INC	United States
20-4193486	Macquarie Futures USA LLC	United States
1748511	MACQUARIE SECURITIES (NZ) LIMITED	New Zealand
n/a	Macquarie Investments LLC	United States
4339673	Macquarie Infrastructure Partners Canada GP Ltd.	Canada
51-0566317	MACQUARIE COMMODITIES TRADING INC.	United States
104-81-99444	MACQUARIE SECURITIES KOREA LIMITED	Korea, Republic of
T06FC6823A	MACQUARIE INFRASTRUCTURE MANAGEMENT (ASIA) PTY LIMITED - SINGAPORE BRANCH	Singapore
118817440	MACQUARIE FINANCE HOLDINGS LIMITED	Australia
119211433	MACQUARIE INVESTORS PTY LTD	Australia
0100-01-068766	MACQUARIE (JAPAN) LIMITED	Japan
20-8983572	Macquarie Infrastructure Partners U.S. GP LLC	United States
MC-162571	MQ ABSOLUTE RETURN STRATEGIES - ASIA	Cayman Islands
OF2150	MACQUARIE ONE LIMITED	United Arab Emirates
168347	MACQUARIE CAYMAN HOLDINGS CO	Cayman Islands
120070788	MACQUARIE MORTGAGES CANADA HOLDINGS PTY LIMITED	Australia
92552611	MQ PORTFOLIO MANAGEMENT LIMITED	Australia
421234	Macquarie Equipment Finance Limited	Ireland
169050	MACQUARIE INTERNATIONAL SC INVESTMENTS CO	Cayman Islands
169009	MACQUARIE CAYMAN HOLDINGS 2 CO.	Cayman Islands
169002	MACQUARIE INTERNATIONAL NEW YORK PARKING CO	Cayman Islands
92985263	MACQUARIE INTERNATIONAL FINANCE LIMITED	Australia
998584	Macquarie Retail Management (Asia) Limited	Hong Kong
1E+14	MACQUARIE LEASING (CHINA) CO LIMITED	China
36631	MACQUARIE INVESTMENT (HONG KONG) LIMITED	Hong Kong
124071414	MACQUARIE AMERICAS HOLDINGS PTY LTD	Australia
2000/001243/07	MACQUARIE AFRICA (PROPRIETARY) LIMITED	South Africa
20-5426915	MACQUARIE OIL AND GAS HOLDINGS INC	United States
121836191	MACQUARIE AVENIR NO. 1 PTY LIMITED	Australia
121836235	MACQUARIE AVENIR NO. 2 PTY LIMITED	Australia
WN/1007806	MACQUARIE EQUITIES NEW ZEALAND LIMITED	New Zealand
1049991	MACQUARIE ASIA STRUCTURED TRANSACTIONS LIMITED	Virgin Islands, British
106-81-94256	MACQUARIE FINANCE KOREA CO., LTD.	Korea, Republic of
122169368	MACQUARIE AGRICULTURAL FUNDS MANAGEMENT LTD	Australia
122169304	Macquarie Farm Services Pty Limited	Australia
664374-4	Macquarie Energy Holdings Canada Ltd.	Canada
6643795	Macquarie Energy Canada Ltd.	Canada
20-5913559	MACQUARIE FUNDING HOLDINGS INC	United States
20-5913622	MACQUARIE TRADING SERVICES INC	United States
122939600	MACQUARIE INVESTMENT HOLDINGS PTY LIMITED	Australia
2006/023546/06	MACQUARIE SECURITIES SOUTH AFRICA LIMITED	South Africa
20-5962618	MACQUARIE DYNAMIC MANAGEMENT (USA) INC	United States
LP00000352	MACQUARIE FUNDING LIMITED PARTNERSHIP	Australia
28999	MACQUARIE TREASURY MANAGEMENT LTD.	Bermuda
123199253	MACQUARIE CAPITAL INTERNATIONAL HOLDINGS PTY LIMITED	Australia
123199548	MACQUARIE CAPITAL (AUSTRALIA) LIMITED	Australia
29003	MACQUARIE INFRASTRUCTURE PRIVATE TRUSTEE COMPANY LIMITED	Bermuda
EC#39329	MACQUARIE SPECIALISED ASSET MANAGEMENT (BERMUDA) LIMITED	Bermuda
124022126	MACQUARIE CHEONGNA INVESTMENT PTY LTD	Australia
124071432	MACQUARIE B.H. PTY LTD	Australia
124071389	MACQUARIE GROUP (US) HOLDINGS NO.1 PTY LTD	Australia
124071398	MACQUARIE FINANCIAL HOLDINGS LIMITED	Australia
124071478	MACQUARIE GROUP HOLDINGS NO.3 PTY LTD	Australia

672846-4	Macquarie Resource Capital Canada Ltd.	Canada
068897C1/GBL	MACQUARIE GLOBAL FINANCE SERVICES (MAURITIUS) LIMITED	Mauritius
200703280D	MACQUARIE HOLDINGS (SINGAPORE) PTE. LTD.	Singapore
200703284G	MACQUARIE PRINCIPAL (SINGAPORE) PTE. LTD. (in liquidation wef 27 Sep 2013)	Singapore
T07FC7008F	MACQUARIE ASIA STRUCTURED TRANSACTIONS LIMITED (SINGAPORE BRANCH) (Ceased on 30 Sep 2013)	Singapore
U93090DL2007FTC199006	MACQUARIE GLOBAL SERVICES PRIVATE LIMITED	India
95135694	MACQUARIE FINANCIAL PRODUCTS MANAGEMENT LIMITED	Australia
95180788	MACQUARIE ADMIN SERVICES PTY LIMITED	Australia
IT1872/2007	THE MF TRUST	South Africa
125 574 389	MACQUARIE SPECIALIST INVESTMENTS LENDING LIMITED	Australia
95180564	MACQUARIE MIDDLE EAST HOLDINGS PTY LIMITED	Australia
26-0371235	Macquarie Water Heater Rentals LLC	United States
26-0371235	Macquarie Water Heater Rentals Holdings LLC	United States
1952566	MACQUARIE GROUP HOLDINGS NEW ZEALAND LIMITED	New Zealand
1952567	MACQUARIE CAPITAL (NEW ZEALAND) LIMITED	New Zealand
20-8983572	MGOP Feeder I GP LLC	United States
20-8983572	Macquarie Infrastructure and Real Assets Inc.	United States
20-8983535	Macquarie Global Opportunities Partners LLC	United States
26-0555065	MACQUARIE COMMODITIES (USA) INC	United States
C41803	MACQUARIE INDUSTRIAL INVESTMENTS MALTA LIMITED	Malta
680639-2	Macquarie Technology Services (Canada) Ltd.	Canada
127185719	MACQUARIE EMG HOLDINGS PTY LIMITED	Australia
20-5913622	Macquarie Barnett LLC	United States
724745	MACQUARIE FUNDS MANAGEMENT HONG KONG LIMITED	Hong Kong
683412-4	Macquarie Canada Services Ltd.	Canada
131661697	MACQUARIE GLOBAL OPPORTUNITIES PARTNERS INVESTMENT PTY	Australia
194165	MACQUARIE GLOBAL OPPORTUNITIES PARTNERS GP LTD	Cayman Islands
R.P.M. 892390892	Macquarie Belgium TCG SPRL	Belgium
127735960	Macquarie Fund Advisers Pty Limited	Australia
B132283	New World Gaming International S.a.r.l	Luxembourg
6798497	Macquarie New World Gaming Canada Ltd.	Canada
13-4184042	MACQUARIE AMERICAS CORP	United States
128212868	MACQUARIE CAPITAL PRODUCTS LIMITED	Australia
127829458	MACQUARIE CAPITAL FINANCE (AUSTRALIA) PTY LTD	Australia
26-1386300	MACQUARIE RENEWABLE ENERGY INC	United States
128219330	MACQUARIE GCUH HOLDINGS PTY LIMITED	Australia
2149050	Macquarie Capital Holdings (Canada) Ltd.	Canada
MC-199805	Macquarie Hong Kong Finance Limited	Cayman Islands
128948498	MACQUARIE FINANCIAL SERVICES HOLDINGS PTY LIMITED	Australia
26-1573148	Macquarie Water Heater Rentals Holdings 2 LLC	United States
22-3840451	MACQUARIE MORTGAGES USA INC	United States
WN1114218	MACQUARIE EQUITIES CUSTODIANS LIMITED	New Zealand
WN1114216	MACQUARIE INVESTMENT MANAGEMENT (NZ) LIMITED	New Zealand
22-3845767	MACQUARIE REAL ESTATE FINANCE INC	United States
793548-0	Macquarie Canadian Infrastructure Management Limited	Canada
40096.0 (Decree No. 10356/AVV)	MACQUARIE AEROSPACE ARUBA A.V.V.	Aruba
41212	Macquarie AirFinance Aruba A.V.V.	Aruba
44138	MACQUARIE AEROSPACE LIMITED	Bermuda
27-2669479	Macquarie Aerospace Inc.	United States
WK-211745	Macquarie Advanced Investment Partners G.P. Ltd.	Cayman Islands
38946	Macquarie AirFinance Ltd.	Bermuda
130 643 319	MACQUARIE AIRCRAFT LEASING SERVICES (AUSTRALIA) PTY LTD	Australia
200917376C	Macquarie Aircraft Leasing Services (Singapore) Pte. Ltd.	Singapore
8583542	MACQUARIE BANK LIMITED	Australia
716740-7	Macquarie Capital Acquisitions (Canada) No.2 Ltd	Canada
1818250	Macquarie Capital Argentina Pty Ltd (Sucursal Argentina)	Argentina
133 664 632	MACQUARIE CAPITAL FINANCE HOLDINGS (AUSTRALIA) PTY LIMITED	Australia
MC-134609	MACQUARIE CAPITAL SECURITIES (JAPAN) LIMITED	Cayman Islands
	Macquarie Equipment Leasing Fund II, LLC	United States
7713808	Macquarie Euro Limited	United Kingdom
F15819	MACQUARIE FINANCIAL HOLDINGS LIMITED (HONG KONG BRANCH)	Hong Kong
5488013	Macquarie GP Limited	United Kingdom
5718600	Macquarie GP2 Limited	United Kingdom
200823500E	MACQUARIE INDIA INFRASTRUCTURE MANAGEMENT HOLDINGS PTE. LIMITED	Singapore
	Macquarie Infrastructure Partners II GP LLC	United States
30-0777655	Macquarie Infrastructure Partners III GP LLC	United States
U67190MH2013PTC241809	Macquarie Infrastructure and Real Assets (India) Private Limited	India
784370-4	Macquarie Infrastructure and Real Assets (Sales) Canada Ltd	Canada
8248121	Macquarie UK Power Investments Limited	United Kingdom
8253776	Macquarie Energy Leasing Limited	United Kingdom
37-1740746	Macquarie Alpine Inc.	United States
FS200805155	Macquarie Offshore Services Pty Ltd - Philippine Branch	Philippines

27-1560871	Macquarie Poinsettia Inc.	United States
26-3872414	MACQUARIE REAL ESTATE ADVISORY SERVICES LLC	United States
7055620	Macquarie Restorations Limited	United Kingdom
	Macquarie Rolland Inc.	United States
46-1366111	Macquarie US Gas Supply LLC	United States
45-2856257	Macquarie US Trading LLC	United States
27-1215532	Macquarie Townsend LLC	United States
26-2274361	Macquarie Veridian Cove Inc.	United States
27-0201039	MACQUARIE WATERFRONT PEARL INC.	United States
2009/012283/07	Macquarie Investments (Proprietary) Limited	South Africa
	Macquarie Washington Wind LLC	United States
32-0410260	Macquarie Wind Farm LLC	United States
132 573 436	MACQUARIE FIEX INVESTMENT PTY LIMITED	Australia
213181	Macquarie Zhaopin Holdings Limited	Cayman Islands
MSM081013GR9	Macquarie Services (Mexico), S.A. de C.V.	Mexico
	THE MACQUARIE TOPI40 INVESTMENT TRUST	South Africa
64219601	MACQUARIE ASSET FINANCE PTY LIMITED	Australia
8594885	MACQUARIE ACCEPTANCES LIMITED	Australia
66690	MALL Partners I, LDC	Cayman Islands
86503	MALL Partners II Limited	Cayman Islands
CR-93169	MALL Partners III Limited	Cayman Islands
Not Applicable	MACQUARIE MEXICO INFRASTRUCTURE MANAGEMENT, S.A. DE C.V.	Mexico
0100-01-156193	MACQUARIE ASSET MANAGEMENT JAPAN CO., LTD.	Japan
1263583	MACQUARIE ASSET MANAGEMENT PTY LIMITED	Australia
477795	Macquarie Mexico Real Estate Management, S.A. de C.V.	Mexico
	MAP HOLDING TRUST	Australia
MC-257951	MAP II GP Limited	Cayman Islands
310000400294785 (Jing An)	MACQUARIE INTERNATIONAL HOUSING AND LAND CONSULTING (SHANGHAI) COMPANY LIMITED	China
500773510 RCS Paris	MASA (France) SARL	France
500773726 RCS Paris	MASB (France) SARL	France
509 298 634 RCS Paris	MASC (France) SARL	France
71501963	MACQUARIE ASIA HOLDINGS PTY LIMITED (De-registered 23/07/2014)	Australia
446197	MASL Ireland (10) Limited	Ireland
446196	MASL Ireland (11) Limited	Ireland
446206	MASL Ireland (13) Limited	Ireland
446207	MASL Ireland (14) Limited	Ireland
446191	MASL Ireland (22) Limited	Ireland
447474	MASL Ireland (25) Limited	Ireland
447987	MASL Ireland (26) Limited	Ireland
448204	MASL Ireland (27) Limited	Ireland
447980	MASL Ireland (28) Limited	Ireland
447981	MASL Ireland (29) Limited	Ireland
446204	MASL Ireland (3) Limited	Ireland
447982	MASL Ireland (30) Limited	Ireland
447983	MASL Ireland (31) Limited	Ireland
451456	MASL Ireland (34) Limited	Ireland
451173	MASL Ireland (35) Limited	Ireland
446203	MASL Ireland (4) Limited	Ireland
446202	MASL Ireland (5) Limited	Ireland
446201	MASL Ireland (6) Limited	Ireland
446200	MASL Ireland (7) Limited	Ireland
446199	MASL Ireland (8) Limited	Ireland
446198	MASL Ireland (9) Limited	Ireland
LL08078	MASL (Labuan) Limited	Malaysia
556734-5524	MASL Sweden (1) AB	Sweden
556734-6068	MASL Sweden (2) AB	Sweden
556734-9310	MASL Sweden (3) AB	Sweden
556734-9328	MASL Sweden (4) AB	Sweden
556741-2498	MASL Sweden (7) AB	Sweden
556741-2506	MASL Sweden (8) AB	Sweden
6386342	MASL UK (1) Limited	United Kingdom
2009/012427/10	Macquarie Structured Products (International) Limited (Registered as an external Company in South Africa)	South Africa
HRB 232767	Macquarie Beteiligungstreuhand GmbH	Germany
HRB 189708	Macquarie Bank International Limited, Niederlassung Deutschland	Germany
6309906	Macquarie Bank International Limited	United Kingdom
	MBL COVERED BOND TRUST	Australia
123851436	MACQUARIE NOOSA PTY LTD	Australia
8607092	MBL REALTY INVESTMENT MANAGEMENT PTY. LIMITED	Australia
104-84-07697	MACQUARIE BANK LIMITED (SEOUL BRANCH)	Korea, Republic of
FC018220	Macquarie Bank Limited (London Branch)	United Kingdom
13-3789912	Macquarie Financial Holdings (USA) LLC	United States
15.246.175/0001-50	Macquarie Commodities Brasil Ltda.	Brazil
363941	MC CAPITAL GROUP	Ireland
146 752 329	MC EDUCATION HOLDINGS PTY LTD	Australia

3704031	Macquarie Capital (Europe) Limited	United Kingdom
34297902	Macquarie Capital (Europe) Limited, Amsterdam Branch	Netherlands
HRB 82506	Macquarie Capital (Europe) Limited, Niederlassung Deutschland	Germany
478 586 167	Macquarie Capital (Europe) Limited, Paris Branch	France
499 798 742 R.C.S. Paris	Macquarie Infrastructure and Real Assets (Europe) Limited, Paris Branch	France
78223382	MCF LEASING PTY LIMITED	Australia
5259503	Macquarie Commodities Finance (UK) Limited	United Kingdom
687	Macquarie Capital Holdings (Dubai) Limited	United Arab Emirates
6198910	MACQUARIE CORPORATE AND ASSET FINANCE LIMITED	Australia
26-1386300	MCP Solar Assets Partners I LLC	United States
26-2282798	MCP Solar Assets Partners II LLC	United States
5259474	Macquarie Commodities (UK) Limited	United Kingdom
45-1622999	Macquarie Physical Metals (USA) Inc.	United States
65747417	MACQUARIE STRUCTURED PRODUCTS (INTERNATIONAL) PTY LIMITED	Australia
84828437	Macquarie Infrastructure and Real Assets Pty Limited	Australia
8607083	MACQUARIE DIRECT INVESTMENT PTY LIMITED	Australia
85795651	MACQUARIE DISTRIBUTION PTY LIMITED	Australia
29318190	Macquarie Denmark Limited A/S	Denmark
90-1003550	MD - PTH, LLC	United States
	Meadowlark Capital LLC	United States
	Meadowlark Depositor LLC	United States
	Meadowlark Insurance Company LLC	United States
1374572	MACQUARIE EQUITY CAPITAL MARKETS PTY LIMITED	Australia
	Medical Student Loan Trust	United States
SC280388	Macquarie (Scotland) GP Limited	United Kingdom
4866246	MEIF (UK) Limited	United Kingdom
6146573	Macquarie European Investment Holdings Limited	United Kingdom
2574923	MACQUARIE EQUITIES LIMITED	Australia
132 468 734	MELRO HOLDCO PTY LIMITED	Australia
MC-285616	MENA Infrastructure Development Company Ltd	Cayman Islands
	Merino Air Leasing, Inc.	United States
130 224 949	MACQUARIE RESOURCES INVESTMENT MANAGEMENT PTY LIMITED	Australia
98-0141094	MACQUARIE CAPITAL (USA) INC	United States
63906392	MACQUARIE EQUITIES (US) HOLDINGS PTY. LIMITED	Australia
	Macquarie One LLC	United States
86587635	MACQUARIE STRUCTURED AND SPECIALIST INVESTMENTS HOLDINGS PTY LIMITED	Australia
1214964	MACQUARIE FINANCE LIMITED	Australia
69344154	MACQUARIE FLEET LEASING PTY LIMITED	Australia
481 104 479 R.C.S. Paris	Macquarie France SARL	France
6357992	Macquarie Group Holdings (UK) No.1 Limited	United Kingdom
6357999	Macquarie Group Holdings (UK) No.2 Limited	United Kingdom
7438584	Macquarie Group Investments (UK) No.2 Limited	United Kingdom
200708397H	MGJ HOLDINGS PTE. LIMITED	Singapore
245979	MACQUARIE GROUP NEW ZEALAND LIMITED	New Zealand
FC027877	MACQUARIE GROUP SERVICES AUSTRALIA PTY LTD (UK BRANCH)	United Kingdom
13-3789912	MACQUARIE HOLDINGS (U.S.A.) INC.	United States
5582630	Macquarie Investments 1 Limited	United Kingdom
5708696	Macquarie Investments 2 Limited	United Kingdom
26-4389305	MIAC SERVICES INC.	United States
502151	Macquarie International Services Limited	Hong Kong
58972	MIDF UK1 GUERNSEY GP LIMITED	Guernsey
HRB 74953	Macquarie Investments Deutschland GmbH	Germany
77595012	MACQUARIE CAPITAL LOANS MANAGEMENT LIMITED	Australia
B108283	MACQUARIE INVESTMENT MANAGEMENT S.à r.l.	Luxembourg
74311390	MACQUARIE INFRASTRUCTURE FUNDS MANAGEMENT PTY LIMITED	Australia
20-8723490	MIF US Investment Holdings LLC	United States
20-8879012	MIF US INVESTMENT PARTNERSHIP	United States
13-3789912	MIHI LLC	United States
4125302	Macquarie International Holdings Limited	United Kingdom
4957256	Macquarie Internationale Investments Limited	United Kingdom
116-81-22180	MACQUARIE INVESTMENT MANAGEMENT KOREA CO., LTD.	Korea, Republic of
2867003	MACQUARIE INVESTMENT MANAGEMENT LTD	Australia
71501918	MACQUARIE INDONESIA HOLDINGS PTY LIMITED (De-registered 20/07/2014)	Australia
1802574	Macquarie International Limited	United Kingdom
46726	Macquarie Infrastructure Philippines Limited	Bermuda
6373185	Cheeryble Developments Limited	United Kingdom
3976881	Macquarie Infrastructure and Real Assets (Europe) Limited	United Kingdom
	Macquarie Infrastructure and Real Assets (Europe) Limited (Spain)	Spain
71745401	MACQUARIE INVESTMENT SERVICES LIMITED	Australia
0100-02-032951	MJL ACE LTD.	Japan
0100-02-032952	MJL BAY LTD.	Japan
0100-02-038066	JAPAN INFRASTRUCTURE GROUP CO., LTD. (In Liquidation)	Japan
5867292	Macquarie Leasing Limited	United Kingdom
OC363068	Macquarie Lending & Investment Partners LLP	United Kingdom

3963773	MACQUARIE LIFE LIMITED	Australia
2675032	MACQUARIE LEASING NSW PTY. LIMITED	Australia
2674982	MACQUARIE LEASING PTY. LIMITED	Australia
2997799	Macquarie Leasing (UK) Limited	United Kingdom
4920378	Macquarie Meters 2 (UK) Limited	United Kingdom
7361419	Macquarie Meters 3 (UK) Limited	United Kingdom
57760175	MACQUARIE MORTGAGES PTY LIMITED	Australia
84781493	MERIT NO.1 PTY LIMITED	Australia
8595711	MACQUARIE NZ HOLDINGS PTY LIMITED	Australia
103410297	MONGOOSE PTY LTD	Australia
810 610 205	Mongoose Acquisition LLC	United States
WK-133920	Monkwell Investments Limited	Cayman Islands
2934705	MACQUARIE OPTIONS PTY. LIMITED	Australia
8108683	Mornington Funding 2012-1 PLC	United Kingdom
8108607	Mornington Holding Limited	United Kingdom
82018399	MACQUARIE INFRASTRUCTURE AND REAL ASSETS HOLDINGS PTY LIMITED	Australia
451722	MPFI INVESTMENTS LIMITED	Ireland
8499211	MPF Nominees Limited	United Kingdom
64904169	MACQUARIE PROPERTY (OBU) PTY LIMITED	Australia
82038328	MACQUARIE PRISM PTY LIMITED	Australia
U51909MH2012FTC226545	MQG Commodities (India) Private Limited	India
200703288K	MACQUARIE GROUP SERVICES (SINGAPORE) PTE. LIMITED	Singapore
OGRN 1117746637348	MRIF LLC	Russian Federation
87382965	MACQUARIE SPECIALISED ASSET MANAGEMENT LIMITED	Australia
46-2151809	Macquarie Storage Investments Inc.	United States
3297336	MACQUARIE SECURITISATION LIMITED	Australia
HRB 87430	Macquarie Structured Products (Europe) GmbH	Germany
65309033	MACQUARIE SYNDICATION (NO.12) PTY LIMITED	Australia
69344289	MACQUARIE CAF USD LEASING CO NO 1 PTY LIMITED	Australia
124335333	MTF HOLDINGS PTY LIMITED	Australia
80472751	MACQUARIE TECHNOLOGY VENTURES PTY LTD	Australia
HRB 76979	Macquarie Treuermögen GmbH	Germany
69416977	MACQUARIE INVESTMENTS AUSTRALIA PTY LIMITED	Australia
93177407	MACQUARIE FUNDS MANAGEMENT HOLDINGS PTY LIMITED	Australia
80218846	MACQUARIE TECHNOLOGY INVESTMENTS PTY LIMITED	Australia
6287793	Macquarie (UK) Group Services Limited	United Kingdom
HRB 232580	Macquarie Verwaltungs GmbH	Germany
3337675	NANWAY NOMINEES PTY LIMITED	Australia
n/a	NDI NO.1 LLC	United States
90-0891597	New Jersey Boardwalk Lien Investments, LLC	United States
2007/035961/07	Macquarie Trustees South Africa (Proprietary) Limited	South Africa
46-1504548	New York Crystal Swan, LLC	United States
157723441	NZ MORTGAGES PTY LTD	Australia
3791037	NZ MORTGAGES PTY LTD (Branch Office)	New Zealand
76560917	MACQUARIE PROPERTY FINANCE MANAGEMENT PTY LIMITED	Australia
CR-114570	O'Farrell Leasing (Holdings) Ltd.	Cayman Islands
27-4650575	OLF, LLC	United States
109649292	MACQUARIE BUSINESS SOLUTIONS PTY LIMITED	Australia
26-33383464	One Call Debt Help LLC	United States
131 233 719	OPEN BROADBAND AUSTRALIA PTY LTD	Australia
565608	Macquarie Capital Markets Canada Ltd./Marchés Financiers Macquarie Canada Ltée.	Canada
1079073	Macquarie Capital Markets North America Ltd./Marchés Financiers Macquarie Amérique Du Nord Ltée.	Canada
113519823	OT HOLDINGS PTY LIMITED	Australia
115771992	OUTPLAN PTY LIMITED	Australia
205391	OW Funding Limited	Cayman Islands
26-1286651	PADUA MG HOLDINGS LLC	United States
85359833	UPL (SA) PTY LIMITED	Australia
66 531 917 920	PELICAN WAREHOUSE TRUST NO.1	Australia
	PEREGRINE SELLER TRUST	Australia
	PEREGRINE SERIES TRUST 2009-1	Australia
	Permian Water Supply Company LLC	United States
6349353	MACQUARIE PETERBOROUGH HOSPITAL INVESTMENTS LIMITED	United Kingdom
752614982	Petro Tradelinks Inc.	United States
115622449	MACQUARIE PIB PROJECT CO A PTY LIMITED	Australia
115622458	MACQUARIE PIB PROJECT CO B PTY LIMITED	Australia
	Pipeline Rehabilitation No.4 Trust	Australia
64904212	PUMA MANAGEMENT PTY LIMITED	Australia
529690	Poseidon InvestCo GP Ireland Limited	Ireland
	Presidio Partners LLC	United States
112561501	MACQUARIE PRINCIPAL PTY LIMITED	Australia
71982244	PACIFIC RIM OPERATIONS LIMITED	Australia
09.03.1.70.68374	PT MPM INDONESIA	Indonesia
09.03.1.67.21972	PT Macquarie Capital Securities Indonesia	Indonesia

09.03.1.05.73897	PT MACQUARIE COMMODITIES INDONESIA	Indonesia
09.03.1.05.73897	PT MACQUARIE COMMODITIES INDONESIA	Indonesia
not registered	PUMA GLOBAL TRUST NO.5	Australia
no registered	PUMA MASTER FUND P-11	Australia
	PUMA MASTERFUND P12	Australia
	PUMA MASTERFUND S3	Australia
	PUMA MASTERFUND H-1	Australia
	PUMA MASTERFUND P-13	Australia
	PUMA MASTERFUND S-5	Australia
	PUMA MASTERFUND P-14	Australia
	PUMA MASTER FUND P-8	Australia
	PUMA MASTER FUND P-9	Australia
not registered	PUMA MASTER FUND P-10	Australia
	PUMA MASTER FUND S-2	Australia
	PUMA SUBFUND B-1	Australia
not registered	PUMA MASTERFUND P-15	Australia
	PUMA MASTERFUND P-16	Australia
	PUMA MASTERFUND P-17	Australia
	PUMA Masterfund P-18	Australia
	PUMA Masterfund P-19	Australia
	PUMA Masterfund S-10	Australia
	PUMA MASTERFUND S-11	Australia
	PUMA Masterfund S-12	Australia
	PUMA Masterfund S-13	Australia
	PUMA Masterfund S-14	Australia
	PUMA MASTERFUND S-6	Australia
not registered	PUMA MASTERFUND S-7	Australia
	PUMA MASTERFUND S-8	Australia
	PUMA Masterfund S-9	Australia
	PUMA Series 2014-2	Australia
	PUMA Series 2014-3P	Australia
Not registered	PUMA Series 2014-4P	Australia
	PUMA Series 2014-5P	Australia
	PUMA Series Trust 2013-1	Australia
	PUMA SERIES TRUST 2014-1	Australia
Not registered	PUMA SUB FUND GSF	Australia
not registered	PUMA SUB FUND SPAN	Australia
not registered	PUMA SUB FUND CRS	Australia
	PUMA SUBFUND COMMBANK	Australia
	PUMA Subfund B-2	Australia
	PUMA Warehouse No.1	Australia
	PUMA Warehouse No.2	Australia
122169279	MACQUARIE GROUP LIMITED	Australia
	RC Holdings II LLC	United States
	RC Holdings I LLC	United States
26-5600465	RED HOLLOW WIND LLC	United States
26-4167476	Regal Capital Advisors, LLC	United States
26-4203808	Regal Capital Group, LLC	United States
110356968	MACQUARIE LAH PTY LIMITED	Australia
not registered	REGIONAL MEDIA TRUST	Australia
150 449 684	RELOAD WIND FARM PTY LTD	Australia
	RELOAD WIND FARM TRUST	Australia
124947388	RESF NO. 1 PTY LTD	Australia
FC029978	Resource Marine Pte. Limited (UK Establishment)	United Kingdom
148013316	RESOURCE MARINE PTE. LIMITED (Australian Representative Office)	Australia
23-2828161	Retirement Financial Services, Inc.	United States
114 594 080	REVERSE MORTGAGE SERVICES PTY LTD	Australia
153718079	RISK ADVICE SPECIALISTS PTY LTD	Australia
2011/127717/07	International Life Solutions (Pty) Limited	South Africa
	Relational Technology Services, Inc.	United States
7902761	Rudbaxton Solar Park Limited	United Kingdom
59814818	BAROSSA GE PTY LIMITED	Australia
78771123	MACQUARIE EUROPEAN HOLDINGS PTY LIMITED	Australia
20.3.0.31.542-6	Macquarie Distribution Finance Ltd.	Switzerland
201420398Z	SELENE INVESTMENTS SINGAPORE PTE. LTD.	Singapore
BC0996659	Service Line Warranties of Canada Holdings, Inc.	Canada
BC0996652	Service Line Warranties of Canada, Inc.	Canada
20-5913622	SHELBY ENERGY HOLDINGS, LLC	United States
464139	Shichi Limited (in voluntary liquidation)	Ireland
2008/022345/07	Shieldco Securities S1 (Pty) Limited	South Africa
104-81-64533	MACQUARIE CAPITAL (KOREA) LIMITED	Korea, Republic of
7163380	SiCURAnt InvestCo GP Limited	United Kingdom
	Service Line Warranties of America, Inc.	United States
	Service Line Warranties of America, Inc.	United States
	SMART ABS Series 2012-2US Trust	Australia
to be incorporated	SMART ABS Series 2012-3EQ Trust	Australia

unlisted	SMART ABS Series 2013-1US Trust	Australia
	SMART ABS Series 2013-3 Trust	Australia
	SMART ABS Series 2013-4PP Trust	Australia
	SMART ABS Series 2014-2E TRUST	Australia
	SMART ABS Series 2014-3PP Trust	Australia
	SMART J WAREHOUSE TRUST	Australia
	SMART MBL WAREHOUSE TRUST	Australia
	SMART RBS WAREHOUSE TRUST	Australia
unlisted	SMART Series 2012-1US Trust	Australia
not registered	SMART ABS Series 2012-4US Trust	Australia
	SMART Series 2010-1US Trust	Australia
unlisted	SMART Series 2010-2 Trust	Australia
not registered	SMART SERIES 2011-1US TRUST	Australia
not registered	SMART Series 2011-2US Trust	Australia
	SMART Series 2011-3 Trust	Australia
	SMART Series 2011-4US Trust	Australia
	SMART ANZ WAREHOUSE Trust	Australia
not registered	SMART ABS Series 2013-2 US Trust	Australia
	SMART ABS Series 2014-1 US Trust	Australia
	SMART U Warehouse Trust	Australia
7815862	Macquarie Asset Leasing (UK) Limited	United Kingdom
80-0852389	South Carolina Sandy Tyger Investments, LLC	United States
	Specialty Finance Holdings, Inc.	United States
7902740	St Columb Solar Park Limited	United Kingdom
	Sterling TC Holdings LLC	United States
	Sterling TC Property Owner LLC	United States
HRB80040	Structural Support Systems Germany GmbH	Germany
MC189031	SYNTHETIC ASSET FUNDING ENTITY 1 LIMITED	Cayman Islands
MC189033	SYNTHETIC ASSET FUNDING ENTITY 2 LIMITED	Cayman Islands
MC189031	SYNTHETIC ASSET FUNDING ENTITY 3 LIMITED	Cayman Islands
	TA Trust	Australia
	Taurus Aerospace Holdings, LLC	United States
26-1233254	TAURUS AEROSPACE GROUP INC.	United States
26-1233254	TAURUS AEROSPACE GROUP LLC	United States
20-5474013	Tax Ease CA, LLC	United States
20-2937172	Tax Ease Employee Services Company LLC	United States
20-5336393	Moonstone Lien Investments, LLC	United States
75-3130887	Tax Ease Funding GP LLC	United States
75-3130885	Tax Ease Funding, LLC	United States
90-0909796	Tax Ease Funding Two, LLC	United States
20-2937047	Tax Ease Holdings LLC	United States
20-2937224	Winslow Lien Investments, LLC	United States
20-2937198	Indiana TLP, LLC	United States
26-4377481	Tax Ease Lien Servicing LLC	United States
46-5586117	Tax Ease NV LLC	United States
41-2228674	Tax Ease FL REO, LLC	United States
37-1750174	Tax Ease Company LLC	United States
75-3130882	Tax Ease, LP	United States
42-1664041	Tax Ease PA, LLC	United States
20-2937080	Tax Ease Lien Investments 1 LLC	United States
20-2937103	Tax Ease Ohio, LLC	United States
113508160	TELBANE 2 PTY LIMITED	Australia
70142951	TELBANE PTY LTD	Australia
HRB80044	Tension Services Holdings GmbH	Germany
90-0939458	TN - PTH, LLC	United States
2012853459	Tristone Capital Global Inc.	Canada
	Tristone Capital LLC	United States
2012712838	Tristone Capital SA Ltd	Canada
	Tristone Capital SA (Argentine Branch)	Argentina
208568022	Tristone Capital Inc.	Canada
5366079	Tristone Capital Limited (in members' voluntary liquidation)	United Kingdom
	TRT LeaseCo, LLC	United States
8862481	UK PPP Debt Investments Limited	United Kingdom
HRB 82733	Macquarie Germany Holdings GmbH	Germany
31119495	URBAN PACIFIC PTY LIMITED	Australia
115007755	UPL (WHITBY) PTY LIMITED	Australia
127048659	UPL (NO 15) PTY LIMITED	Australia
116908537	UPL (KIRRA) PTY LIMITED	Australia
116908582	UPL (NO 7) PTY LIMITED	Australia
95793141	UPL (WA) PTY LTD	Australia
55500902	UPMILL NOMINEES PTY LIMITED	Australia
134474712	MACQUARIE DEVELOPMENT CAPITAL MANAGEMENT PTY LIMITED	Australia
3705740	Utility Metering Services Limited	United Kingdom
20-4282684	UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.	United States
20-0258843	UTILITY SERVICE PARTNERS, INC.	United States
45-2982811	Utility Service Partners Private Label of Virginia Inc.	United States

107-87-51612	VALUE LOAN MORTGAGE LLC	Korea, Republic of
79878783	EURO FIN CO PTY LTD	Australia
8692117	Wala Holding 1 Limited	United Kingdom
8692223	Wala Holding 2 Limited	United Kingdom
5001440	Waste New Zealand Holdings Pty Limited	New Zealand
WK-166995	West Portal Leasing Limited	Cayman Islands
	West Texas Solar 1 LLC	United States
8766314	Wigg (Holdings) Limited	United Kingdom
8766379	Wigg Investments Limited	United Kingdom
20-2384759	Fremantle Wind Holdings Inc.	United States
54813080	WOODROSS NOMINEES PTY. LIMITED	Australia
5532426	YBR Feeder GP Limited	United Kingdom
1449995	Yorkton Capital Partners II Inc.	Canada
1430727	Yorkton Capital Partners Inc.	Canada
BIN 100829696	Yorkton Partners 2000 Fund, LP	Canada
BIN 110589777	Yorkton Partners 2001 Fund, LP	Canada
BIN: 110078755	Yorkton Private Equity Non-Resident Limited Partnership	Canada
BIN: 101242931	Yorkton Private Equity Limited Partnership	Canada

ANNEXURE 'B'

This is the annexure marked 'B' of 13 page(s) referred to in the Notice of initial substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
18 June 2015

Consideration

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
16-Jun-15	MCAL	Macquarie Capital (Australia) Limited ("MCAL") entered into an Underwriting Agreement on 16 June 2015 with UBS AG, Australia Branch and Westpac Banking Corporation (see annexure C). Pursuant to section 608 of the Corporations Act and the terms of the Underwriting Agreement, MCAL acquired a relevant interest in 27,500,000 shares in BT Investment Management Limited on execution of the Underwriting Agreement.	AUD 8.20	27,500,000	FPO	27,500,000
15-Jun-15	MFMHK	On market purchase	AUD 8.86	729	FPO	729
15-Jun-15	MFMHK	On market purchase	AUD 8.78	202	FPO	202
11-Jun-15	MFMHK	On market purchase	AUD 9.05	483	FPO	483
11-Jun-15	MFMHK	On market purchase	AUD 9.05	674	FPO	674
11-Jun-15	MFMHK	On market purchase	AUD 9.05	419	FPO	419
11-Jun-15	MQSIML	On market purchase	AUD 9.05	120	FPO	120
11-Jun-15	MFMHK	On market purchase	AUD 9.05	4,051	FPO	4,051
11-Jun-15	MFMHK	On market purchase	AUD 9.05	523	FPO	523
10-Jun-15	MFMHK	On market purchase	AUD 8.74	266	FPO	266
10-Jun-15	MFMHK	On market purchase	AUD 8.74	807	FPO	807
10-Jun-15	MFMHK	On market purchase	AUD 8.74	700	FPO	700
10-Jun-15	MQSIML	On market purchase	AUD 8.74	200	FPO	200
10-Jun-15	MFMHK	On market purchase	AUD 8.74	6,774	FPO	6,774
10-Jun-15	MFMHK	On market purchase	AUD 8.74	870	FPO	870
09-Jun-15	MQSIML	On market purchase	AUD 8.88	175	FPO	175
09-Jun-15	MFMHK	On market purchase	AUD 8.88	5,930	FPO	5,930
09-Jun-15	MFMHK	On market purchase	AUD 8.88	762	FPO	762
09-Jun-15	MFMHK	On market purchase	AUD 8.88	706	FPO	706
09-Jun-15	MFMHK	On market purchase	AUD 8.88	959	FPO	959
09-Jun-15	MFMHK	On market purchase	AUD 8.88	613	FPO	613
03-Jun-15	MFMHK	On market sale	AUD 9.33	192	FPO	192
15-May-15	MFMHK	On market purchase	AUD 9.46	931	FPO	931
15-May-15	MFMHK	On market purchase	AUD 9.46	1,287	FPO	1,287
15-May-15	MFMHK	On market purchase	AUD 9.46	814	FPO	814
15-May-15	MQSIML	On market purchase	AUD 9.46	239	FPO	239
15-May-15	MFMHK	On market purchase	AUD 9.46	7,908	FPO	7,908
15-May-15	MFMHK	On market purchase	AUD 9.46	1,040	FPO	1,040
08-May-15	MFMHK	On market purchase	AUD 9.86	931	FPO	931
08-May-15	MFMHK	On market purchase	AUD 9.86	1,287	FPO	1,287
08-May-15	MFMHK	On market purchase	AUD 9.86	814	FPO	814
08-May-15	MQSIML	On market purchase	AUD 9.86	239	FPO	239
08-May-15	MFMHK	On market purchase	AUD 9.86	7,908	FPO	7,908
08-May-15	MFMHK	On market purchase	AUD 9.86	1,040	FPO	1,040
07-May-15	MFMHK	On market purchase	AUD 9.60	2,574	FPO	2,574
07-May-15	MQSIML	On market purchase	AUD 9.60	478	FPO	478
07-May-15	MFMHK	On market purchase	AUD 9.60	1,863	FPO	1,863
07-May-15	MFMHK	On market purchase	AUD 9.60	1,629	FPO	1,629
07-May-15	MFMHK	On market purchase	AUD 9.60	15,816	FPO	15,816
07-May-15	MFMHK	On market purchase	AUD 9.60	2,081	FPO	2,081
06-May-15	MFMHK	On market purchase	AUD 9.52	1,863	FPO	1,863
06-May-15	MFMHK	On market purchase	AUD 9.52	2,574	FPO	2,574
06-May-15	MFMHK	On market purchase	AUD 9.52	1,629	FPO	1,629
06-May-15	MQSIML	On market purchase	AUD 9.52	477	FPO	477
06-May-15	MFMHK	On market purchase	AUD 9.52	15,816	FPO	15,816

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
06-May-15	MFMHK	On market purchase	AUD 9.52	2081	FPO	2,081
05-May-15	MFMHK	On market purchase	AUD 9.61	1862	FPO	1,862
05-May-15	MFMHK	On market purchase	AUD 9.61	2573	FPO	2,573
05-May-15	MFMHK	On market purchase	AUD 9.61	1628	FPO	1,628
05-May-15	MQSIML	On market purchase	AUD 9.61	477	FPO	477
05-May-15	MFMHK	On market purchase	AUD 9.61	15816	FPO	15,816
05-May-15	MFMHK	On market purchase	AUD 9.61	2080	FPO	2,080
15-Apr-15	MIML	On market purchase	AUD 10.12	2101	FPO	2,101
14-Apr-15	MIML	On market purchase	AUD 10.19	8404	FPO	8,404
30-Mar-15	MIML	On market purchase	AUD 9.12	10950	FPO	10,950
27-Mar-15	MIML	On market purchase	AUD 9.29	13681	FPO	13,681
26-Mar-15	MIML	On market purchase	AUD 9.27	10077	FPO	10,077
12-Jun-15	MIML	On market purchase	AUD 9.07	780	FPO	780
10-Jun-15	MIML	On market purchase	AUD 9.05	115	FPO	115
05-Jun-15	MIML	On market sale	AUD 9.47	-1,979	FPO	1,979
27-May-15	MIML	On market sale	AUD 9.34	-2,480	FPO	2,480
21-May-15	MIML	On market sale	AUD 9.28	-800	FPO	800
20-May-15	MIML	On market sale	AUD 10.23	-1,100	FPO	1,100
11-May-15	MIML	On market purchase	AUD 9.52	400	FPO	400
24-Apr-15	MIML	On market sale	AUD 9.29	-5,000	FPO	5,000
22-Apr-15	MIML	On market purchase	AUD 10.29	704	FPO	704
15-Apr-15	MIML	On market purchase	AUD 10.04	500	FPO	500
15-Apr-15	MIML	On market sale	AUD 10.66	-1,041	FPO	1,041
13-Apr-15	MIML	On market sale	AUD 9.83	-1,126	FPO	1,126
08-Apr-15	MIML	On market sale	AUD 9.62	-1,000	FPO	1,000
07-Apr-15	MIML	On market purchase	AUD 9.28	800	FPO	800
01-Apr-15	MIML	On market sale	AUD 9.19	-1,079	FPO	1,079
23-Mar-15	MIML	On market sale	AUD 0.00	-2,000	FPO	2,000
13-Mar-15	MIML	Transfer in – client account	AUD 0.00	2,870	FPO	2,870
13-Mar-15	MIML	Transfer out – client account	AUD 9.03	-2,870	FPO	2,870
12-Mar-15	MIML	On market sale	AUD 9.06	-1,933	FPO	1,933
12-Mar-15	MIML	On market sale	AUD 8.91	-1,564	FPO	1,564
12-Mar-15	MIML	On market sale	AUD 9.14	-1,515	FPO	1,515
12-Mar-15	MIML	On market sale	AUD 9.14	-2,265	FPO	2,265
12-Mar-15	MIML	On market sale	AUD 8.84	-2,308	FPO	2,308
10-Mar-15	MIML	On market sale	AUD 8.87	-449	FPO	449
10-Mar-15	MIML	On market sale	AUD 0.00	-674	FPO	674
01-Apr-15	MBL	On Market Purchase	AUD \$9.19	200	FPO	200
01-Apr-15	MBL	On Market Purchase	AUD \$9.22	200	FPO	200
01-Apr-15	MBL	On Market Purchase	AUD \$9.22	24	FPO	24
01-Apr-15	MBL	On Market Sale	AUD \$9.27	-208	FPO	208
01-Apr-15	MBL	On Market Purchase	AUD \$9.25	400	FPO	400
01-Apr-15	MBL	On Market Sale	AUD \$9.30	-143	FPO	143
01-Apr-15	MBL	On Market Sale	AUD \$9.32	-17	FPO	17
01-Apr-15	MBL	On Market Sale	AUD \$9.25	-64	FPO	64
01-Apr-15	MBL	On Market Purchase	AUD \$9.22	590	FPO	590
02-Apr-15	MBL	On Market Sale	AUD \$9.60	-366	FPO	366
02-Apr-15	MBL	On Market Purchase	AUD \$9.61	500	FPO	500
02-Apr-15	MBL	On Market Sale	AUD \$9.60	-43	FPO	43
02-Apr-15	MBL	On Market Sale	AUD \$9.59	-62	FPO	62
02-Apr-15	MBL	On Market Sale	AUD \$9.68	-37	FPO	37
02-Apr-15	MBL	On Market Sale	AUD \$9.59	-20	FPO	20
02-Apr-15	MBL	On Market Purchase	AUD \$9.65	700	FPO	700
02-Apr-15	MBL	On Market Purchase	AUD \$9.70	1,207	FPO	1,207
02-Apr-15	MBL	On Market Sale	AUD \$9.65	-67	FPO	67
02-Apr-15	MBL	On Market Purchase	AUD \$9.65	907	FPO	907
02-Apr-15	MBL	On Market Sale	AUD \$9.64	-56	FPO	56
07-Apr-15	MBL	On Market Purchase	AUD \$9.60	388	FPO	388
07-Apr-15	MBL	On Market Sale	AUD \$9.60	-300	FPO	300
07-Apr-15	MBL	On Market Sale	AUD \$9.55	-88	FPO	88
07-Apr-15	MBL	On Market Purchase	AUD \$9.59	37	FPO	37
07-Apr-15	MBL	On Market Sale	AUD \$9.69	-37	FPO	37
08-Apr-15	MBL	On Market Sale	AUD \$9.78	-216	FPO	216
08-Apr-15	MBL	On Market Purchase	AUD \$9.74	167	FPO	167
08-Apr-15	MBL	On Market Sale	AUD \$9.79	-184	FPO	184
08-Apr-15	MBL	On Market Purchase	AUD \$9.80	37	FPO	37
08-Apr-15	MBL	On Market Sale	AUD \$9.84	-110	FPO	110
08-Apr-15	MBL	On Market Sale	AUD \$9.88	-673	FPO	673
08-Apr-15	MBL	On Market Purchase	AUD \$9.89	26	FPO	26
08-Apr-15	MBL	On Market Sale	AUD \$9.88	-100	FPO	100
08-Apr-15	MBL	On Market Purchase	AUD \$9.81	270	FPO	270
08-Apr-15	MBL	On Market Purchase	AUD \$9.65	14	FPO	14
08-Apr-15	MBL	On Market Purchase	AUD \$9.65	57	FPO	57
08-Apr-15	MBL	On Market Sale	AUD \$9.75	-71	FPO	71

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
08-Apr-15	MBL	On Market Purchase	AUD \$9.77	304	FPO	304
09-Apr-15	MBL	On Market Sale	AUD \$9.88	-230	FPO	230
09-Apr-15	MBL	On Market Sale	AUD \$9.93	-455	FPO	455
09-Apr-15	MBL	On Market Purchase	AUD \$9.82	11	FPO	11
09-Apr-15	MBL	On Market Purchase	AUD \$9.80	10	FPO	10
09-Apr-15	MBL	On Market Purchase	AUD \$9.77	141	FPO	141
09-Apr-15	MBL	On Market Purchase	AUD \$9.76	17	FPO	17
09-Apr-15	MBL	On Market Purchase	AUD \$9.85	8	FPO	8
10-Apr-15	MBL	On Market Purchase	AUD \$10.32	299	FPO	299
10-Apr-15	MBL	On Market Sale	AUD \$10.38	-56	FPO	56
10-Apr-15	MBL	On Market Purchase	AUD \$10.26	247	FPO	247
10-Apr-15	MBL	On Market Sale	AUD \$10.29	-1,036	FPO	1,036
10-Apr-15	MBL	On Market Purchase	AUD \$10.36	375	FPO	375
10-Apr-15	MBL	On Market Sale	AUD \$10.40	-278	FPO	278
10-Apr-15	MBL	On Market Purchase	AUD \$10.35	402	FPO	402
10-Apr-15	MBL	On Market Sale	AUD \$10.38	-287	FPO	287
10-Apr-15	MBL	On Market Purchase	AUD \$10.37	2	FPO	2
10-Apr-15	MBL	On Market Purchase	AUD \$10.15	242	FPO	242
10-Apr-15	MBL	On Market Sale	AUD \$10.14	-10	FPO	10
10-Apr-15	MBL	On Market Purchase	AUD \$10.17	564	FPO	564
10-Apr-15	MBL	On Market Sale	AUD \$10.25	-139	FPO	139
10-Apr-15	MBL	On Market Purchase	AUD \$10.20	1,806	FPO	1,806
10-Apr-15	MBL	On Market Purchase	AUD \$10.21	1,488	FPO	1,488
13-Apr-15	MBL	On Market Purchase	AUD \$10.85	45	FPO	45
13-Apr-15	MBL	On Market Purchase	AUD \$10.67	697	FPO	697
13-Apr-15	MBL	On Market Purchase	AUD \$10.58	40	FPO	40
13-Apr-15	MBL	On Market Purchase	AUD \$10.53	666	FPO	666
13-Apr-15	MBL	On Market Purchase	AUD \$10.25	354	FPO	354
13-Apr-15	MBL	On Market Purchase	AUD \$10.31	69	FPO	69
13-Apr-15	MBL	On Market Purchase	AUD \$10.67	9	FPO	9
13-Apr-15	MBL	On Market Sale	AUD \$10.74	-139	FPO	139
13-Apr-15	MBL	On Market Sale	AUD \$10.76	-1,691	FPO	1,691
14-Apr-15	MBL	On Market Purchase	AUD \$10.27	87	FPO	87
14-Apr-15	MBL	On Market Purchase	AUD \$10.18	425	FPO	425
14-Apr-15	MBL	On Market Purchase	AUD \$10.23	1	FPO	1
14-Apr-15	MBL	On Market Purchase	AUD \$10.24	532	FPO	532
14-Apr-15	MBL	On Market Purchase	AUD \$10.31	400	FPO	400
14-Apr-15	MBL	On Market Purchase	AUD \$10.22	150	FPO	150
14-Apr-15	MBL	On Market Sale	AUD \$10.22	-329	FPO	329
14-Apr-15	MBL	On Market Purchase	AUD \$10.23	65	FPO	65
14-Apr-15	MBL	On Market Purchase	AUD \$10.17	263	FPO	263
14-Apr-15	MBL	On Market Purchase	AUD \$10.18	1,709	FPO	1,709
14-Apr-15	MBL	On Market Purchase	AUD \$10.26	267	FPO	267
14-Apr-15	MBL	On Market Purchase	AUD \$10.27	378	FPO	378
14-Apr-15	MBL	On Market Purchase	AUD \$10.30	4,148	FPO	4,148
14-Apr-15	MBL	On Market Sale	AUD \$10.29	-926	FPO	926
14-Apr-15	MBL	On Market Purchase	AUD \$10.31	227	FPO	227
14-Apr-15	MBL	On Market Purchase	AUD \$10.29	126	FPO	126
15-Apr-15	MBL	On Market Purchase	AUD \$10.11	100	FPO	100
15-Apr-15	MBL	On Market Purchase	AUD \$10.11	100	FPO	100
15-Apr-15	MBL	On Market Purchase	AUD \$10.11	300	FPO	300
15-Apr-15	MBL	On Market Sale	AUD \$10.10	-69	FPO	69
15-Apr-15	MBL	On Market Purchase	AUD \$10.11	700	FPO	700
15-Apr-15	MBL	On Market Sale	AUD \$10.10	-416	FPO	416
15-Apr-15	MBL	On Market Purchase	AUD \$10.10	191	FPO	191
15-Apr-15	MBL	On Market Purchase	AUD \$10.14	531	FPO	531
15-Apr-15	MBL	On Market Sale	AUD \$10.14	-940	FPO	940
15-Apr-15	MBL	On Market Purchase	AUD \$10.14	114	FPO	114
15-Apr-15	MBL	On Market Purchase	AUD \$10.11	580	FPO	580
15-Apr-15	MBL	On Market Purchase	AUD \$10.11	429	FPO	429
16-Apr-15	MBL	On Market Purchase	AUD \$10.07	333	FPO	333
16-Apr-15	MBL	On Market Purchase	AUD \$10.08	134	FPO	134
16-Apr-15	MBL	On Market Purchase	AUD \$10.05	355	FPO	355
16-Apr-15	MBL	On Market Purchase	AUD \$10.05	55	FPO	55
16-Apr-15	MBL	On Market Purchase	AUD \$10.08	400	FPO	400
16-Apr-15	MBL	On Market Purchase	AUD \$10.07	429	FPO	429
16-Apr-15	MBL	On Market Purchase	AUD \$10.08	154	FPO	154
16-Apr-15	MBL	On Market Sale	AUD \$10.19	-24	FPO	24
16-Apr-15	MBL	On Market Purchase	AUD \$10.22	1,000	FPO	1,000
16-Apr-15	MBL	On Market Purchase	AUD \$10.19	523	FPO	523
16-Apr-15	MBL	On Market Purchase	AUD \$10.16	991	FPO	991
16-Apr-15	MBL	On Market Sale	AUD \$10.15	-8	FPO	8
16-Apr-15	MBL	On Market Purchase	AUD \$10.13	146	FPO	146
16-Apr-15	MBL	On Market Sale	AUD \$10.12	-20	FPO	20

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
16-Apr-15	MBL	On Market Purchase	AUD \$10.09	88	FPO	88
16-Apr-15	MBL	On Market Purchase	AUD \$10.11	628	FPO	628
16-Apr-15	MBL	On Market Purchase	AUD \$10.10	400	FPO	400
17-Apr-15	MBL	On Market Purchase	AUD \$9.77	392	FPO	392
17-Apr-15	MBL	On Market Sale	AUD \$9.78	-226	FPO	226
17-Apr-15	MBL	On Market Purchase	AUD \$9.76	219	FPO	219
17-Apr-15	MBL	On Market Sale	AUD \$9.75	-49	FPO	49
17-Apr-15	MBL	On Market Purchase	AUD \$9.72	700	FPO	700
17-Apr-15	MBL	On Market Purchase	AUD \$9.66	1	FPO	1
17-Apr-15	MBL	On Market Sale	AUD \$9.68	-9	FPO	9
17-Apr-15	MBL	On Market Purchase	AUD \$9.82	155	FPO	155
17-Apr-15	MBL	On Market Purchase	AUD \$9.75	716	FPO	716
17-Apr-15	MBL	On Market Purchase	AUD \$9.83	53	FPO	53
20-Apr-15	MBL	On Market Purchase	AUD \$9.24	395	FPO	395
20-Apr-15	MBL	On Market Sale	AUD \$9.24	-126	FPO	126
20-Apr-15	MBL	On Market Sale	AUD \$9.24	-237	FPO	237
20-Apr-15	MBL	On Market Sale	AUD \$9.20	-11	FPO	11
20-Apr-15	MBL	On Market Purchase	AUD \$9.21	461	FPO	461
20-Apr-15	MBL	On Market Purchase	AUD \$9.36	549	FPO	549
20-Apr-15	MBL	On Market Purchase	AUD \$9.30	339	FPO	339
20-Apr-15	MBL	On Market Purchase	AUD \$9.33	437	FPO	437
20-Apr-15	MBL	On Market Sale	AUD \$9.37	-34	FPO	34
20-Apr-15	MBL	On Market Purchase	AUD \$9.24	1,036	FPO	1,036
21-Apr-15	MBL	On Market Purchase	AUD \$9.31	500	FPO	500
21-Apr-15	MBL	On Market Purchase	AUD \$9.31	300	FPO	300
21-Apr-15	MBL	On Market Purchase	AUD \$9.28	916	FPO	916
21-Apr-15	MBL	On Market Purchase	AUD \$9.30	784	FPO	784
21-Apr-15	MBL	On Market Purchase	AUD \$9.30	200	FPO	200
21-Apr-15	MBL	On Market Purchase	AUD \$9.40	682	FPO	682
21-Apr-15	MBL	On Market Sale	AUD \$9.41	-4	FPO	4
21-Apr-15	MBL	On Market Purchase	AUD \$9.37	918	FPO	918
21-Apr-15	MBL	On Market Purchase	AUD \$9.33	819	FPO	819
21-Apr-15	MBL	On Market Purchase	AUD \$9.23	2,569	FPO	2,569
21-Apr-15	MBL	On Market Purchase	AUD \$9.24	900	FPO	900
22-Apr-15	MBL	On Market Sale	AUD \$9.30	-31	FPO	31
22-Apr-15	MBL	On Market Sale	AUD \$9.29	-7	FPO	7
22-Apr-15	MBL	On Market Sale	AUD \$9.30	-183	FPO	183
22-Apr-15	MBL	On Market Sale	AUD \$9.28	-73	FPO	73
22-Apr-15	MBL	On Market Purchase	AUD \$9.21	100	FPO	100
22-Apr-15	MBL	On Market Purchase	AUD \$9.22	38	FPO	38
23-Apr-15	MBL	On Market Sale	AUD \$9.43	-175	FPO	175
23-Apr-15	MBL	On Market Sale	AUD \$9.44	-225	FPO	225
23-Apr-15	MBL	On Market Purchase	AUD \$9.40	102	FPO	102
23-Apr-15	MBL	On Market Sale	AUD \$9.38	-576	FPO	576
23-Apr-15	MBL	On Market Purchase	AUD \$9.41	149	FPO	149
23-Apr-15	MBL	On Market Sale	AUD \$9.45	-436	FPO	436
23-Apr-15	MBL	On Market Sale	AUD \$9.45	-863	FPO	863
23-Apr-15	MBL	On Market Sale	AUD \$9.46	-76	FPO	76
24-Apr-15	MBL	Off Market Sale	AUD \$9.68	-4,124	FPO	4,124
24-Apr-15	MBL	On Market Purchase	AUD \$9.53	18	FPO	18
24-Apr-15	MBL	On Market Sale	AUD \$9.68	-18	FPO	18
27-Apr-15	MBL	On Market Sale	AUD \$9.88	-312	FPO	312
27-Apr-15	MBL	On Market Sale	AUD \$9.90	-388	FPO	388
27-Apr-15	MBL	On Market Sale	AUD \$9.88	-60	FPO	60
27-Apr-15	MBL	On Market Sale	AUD \$9.87	-940	FPO	940
27-Apr-15	MBL	On Market Sale	AUD \$9.93	-1,591	FPO	1,591
27-Apr-15	MBL	On Market Sale	AUD \$9.97	-2,397	FPO	2,397
27-Apr-15	MBL	On Market Purchase	AUD \$9.86	171	FPO	171
27-Apr-15	MBL	On Market Purchase	AUD \$9.85	75	FPO	75
28-Apr-15	MBL	On Market Sale	AUD \$9.59	-300	FPO	300
28-Apr-15	MBL	On Market Purchase	AUD \$9.59	3	FPO	3
28-Apr-15	MBL	On Market Sale	AUD \$9.58	-1,100	FPO	1,100
28-Apr-15	MBL	On Market Sale	AUD \$9.49	-263	FPO	263
28-Apr-15	MBL	On Market Sale	AUD \$9.47	-369	FPO	369
28-Apr-15	MBL	On Market Sale	AUD \$9.70	-676	FPO	676
28-Apr-15	MBL	On Market Purchase	AUD \$9.65	3,848	FPO	3,848
28-Apr-15	MBL	On Market Sale	AUD \$9.65	-3,568	FPO	3,568
28-Apr-15	MBL	On Market Purchase	AUD \$9.62	876	FPO	876
28-Apr-15	MBL	On Market Sale	AUD \$9.65	-592	FPO	592
28-Apr-15	MBL	On Market Sale	AUD \$9.62	-151	FPO	151
30-Apr-15	MBL	On Market Sale	AUD \$9.66	-172	FPO	172
30-Apr-15	MBL	On Market Sale	AUD \$9.58	-134	FPO	134
30-Apr-15	MBL	On Market Purchase	AUD \$9.56	100	FPO	100
30-Apr-15	MBL	On Market Purchase	AUD \$9.58	100	FPO	100

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
30-Apr-15	MBL	On Market Purchase	AUD \$9.56	700	FPO	700
30-Apr-15	MBL	On Market Purchase	AUD \$9.55	800	FPO	800
30-Apr-15	MBL	On Market Purchase	AUD \$9.61	92	FPO	92
30-Apr-15	MBL	On Market Purchase	AUD \$9.56	100	FPO	100
30-Apr-15	MBL	On Market Sale	AUD \$9.56	-212	FPO	212
30-Apr-15	MBL	On Market Purchase	AUD \$9.47	145	FPO	145
30-Apr-15	MBL	On Market Purchase	AUD \$9.55	200	FPO	200
30-Apr-15	MBL	On Market Purchase	AUD \$9.55	234	FPO	234
16-Feb-15	MBL	On Market Purchase	AUD \$8.23	282	FPO	282
16-Feb-15	MBL	On Market Sale	AUD \$8.27	-170	FPO	170
16-Feb-15	MBL	On Market Sale	AUD \$8.27	-123	FPO	123
16-Feb-15	MBL	On Market Sale	AUD \$8.27	-47	FPO	47
16-Feb-15	MBL	On Market Sale	AUD \$8.26	-37	FPO	37
16-Feb-15	MBL	On Market Purchase	AUD \$8.22	815	FPO	815
16-Feb-15	MBL	On Market Sale	AUD \$8.25	-60	FPO	60
16-Feb-15	MBL	On Market Sale	AUD \$8.22	-174	FPO	174
16-Feb-15	MBL	On Market Purchase	AUD \$8.12	1,069	FPO	1,069
16-Feb-15	MBL	On Market Sale	AUD \$8.15	-186	FPO	186
16-Feb-15	MBL	On Market Sale	AUD \$8.14	-521	FPO	521
16-Feb-15	MBL	On Market Purchase	AUD \$8.14	92	FPO	92
16-Feb-15	MBL	On Market Sale	AUD \$8.18	-257	FPO	257
16-Feb-15	MBL	On Market Purchase	AUD \$8.14	2,338	FPO	2,338
16-Feb-15	MBL	On Market Sale	AUD \$8.14	-902	FPO	902
16-Feb-15	MBL	On Market Sale	AUD \$8.12	-58	FPO	58
16-Feb-15	MBL	On Market Purchase	AUD \$8.06	81	FPO	81
16-Feb-15	MBL	On Market Sale	AUD \$8.15	-561	FPO	561
16-Feb-15	MBL	On Market Sale	AUD \$8.16	-287	FPO	287
16-Feb-15	MBL	On Market Purchase	AUD \$8.16	19	FPO	19
16-Feb-15	MBL	On Market Sale	AUD \$8.20	-271	FPO	271
17-Feb-15	MBL	On Market Sale	AUD \$8.11	-180	FPO	180
17-Feb-15	MBL	On Market Purchase	AUD \$8.07	200	FPO	200
17-Feb-15	MBL	On Market Purchase	AUD \$8.06	290	FPO	290
17-Feb-15	MBL	On Market Purchase	AUD \$8.12	82	FPO	82
17-Feb-15	MBL	On Market Purchase	AUD \$8.10	371	FPO	371
17-Feb-15	MBL	On Market Sale	AUD \$8.10	-31	FPO	31
17-Feb-15	MBL	On Market Sale	AUD \$8.12	-90	FPO	90
17-Feb-15	MBL	On Market Purchase	AUD \$8.10	1,086	FPO	1,086
17-Feb-15	MBL	On Market Sale	AUD \$8.13	-636	FPO	636
17-Feb-15	MBL	On Market Purchase	AUD \$8.14	375	FPO	375
17-Feb-15	MBL	On Market Purchase	AUD \$8.12	600	FPO	600
18-Feb-15	MBL	On Market Purchase	AUD \$7.96	64	FPO	64
18-Feb-15	MBL	On Market Purchase	AUD \$7.99	200	FPO	200
18-Feb-15	MBL	On Market Purchase	AUD \$7.97	247	FPO	247
18-Feb-15	MBL	On Market Purchase	AUD \$7.97	300	FPO	300
18-Feb-15	MBL	On Market Sale	AUD \$7.98	-1	FPO	1
18-Feb-15	MBL	On Market Purchase	AUD \$7.97	100	FPO	100
18-Feb-15	MBL	On Market Sale	AUD \$7.98	-189	FPO	189
18-Feb-15	MBL	On Market Purchase	AUD \$7.97	283	FPO	283
18-Feb-15	MBL	On Market Purchase	AUD \$8.00	117	FPO	117
19-Feb-15	MBL	On Market Purchase	AUD \$7.99	209	FPO	209
19-Feb-15	MBL	On Market Sale	AUD \$8.03	-104	FPO	104
19-Feb-15	MBL	On Market Purchase	AUD \$7.97	42	FPO	42
19-Feb-15	MBL	On Market Sale	AUD \$8.02	-64	FPO	64
19-Feb-15	MBL	On Market Sale	AUD \$7.98	-53	FPO	53
19-Feb-15	MBL	On Market Purchase	AUD \$7.98	158	FPO	158
19-Feb-15	MBL	On Market Purchase	AUD \$7.97	229	FPO	229
19-Feb-15	MBL	On Market Purchase	AUD \$7.93	40	FPO	40
19-Feb-15	MBL	On Market Purchase	AUD \$8.01	84	FPO	84
19-Feb-15	MBL	On Market Purchase	AUD \$8.01	200	FPO	200
19-Feb-15	MBL	On Market Purchase	AUD \$7.98	270	FPO	270
20-Feb-15	MBL	On Market Purchase	AUD \$7.94	2	FPO	2
20-Feb-15	MBL	On Market Sale	AUD \$7.95	-40	FPO	40
20-Feb-15	MBL	On Market Purchase	AUD \$7.98	102	FPO	102
23-Feb-15	MBL	On Market Purchase	AUD \$8.02	52	FPO	52
23-Feb-15	MBL	On Market Purchase	AUD \$8.02	303	FPO	303
23-Feb-15	MBL	On Market Purchase	AUD \$8.00	34	FPO	34
23-Feb-15	MBL	On Market Purchase	AUD \$8.02	263	FPO	263
23-Feb-15	MBL	Off Market Purchase	AUD \$7.98	237	FPO	237
23-Feb-15	MBL	On Market Purchase	AUD \$8.01	600	FPO	600
24-Feb-15	MBL	On Market Sale	AUD \$8.24	-187	FPO	187
24-Feb-15	MBL	On Market Purchase	AUD \$8.24	52	FPO	52
24-Feb-15	MBL	On Market Purchase	AUD \$8.38	139	FPO	139
24-Feb-15	MBL	On Market Purchase	AUD \$8.15	306	FPO	306
24-Feb-15	MBL	On Market Sale	AUD \$8.17	-119	FPO	119

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
25-Feb-15	MBL	On Market Purchase	AUD \$8.53	50	FPO	50
25-Feb-15	MBL	On Market Sale	AUD \$8.56	-27	FPO	27
25-Feb-15	MBL	On Market Sale	AUD \$8.56	-23	FPO	23
25-Feb-15	MBL	On Market Sale	AUD \$8.70	-800	FPO	800
25-Feb-15	MBL	On Market Sale	AUD \$8.43	-434	FPO	434
25-Feb-15	MBL	On Market Sale	AUD \$8.41	-100	FPO	100
25-Feb-15	MBL	On Market Sale	AUD \$8.41	-100	FPO	100
25-Feb-15	MBL	On Market Sale	AUD \$8.51	-369	FPO	369
25-Feb-15	MBL	On Market Purchase	AUD \$8.51	51	FPO	51
25-Feb-15	MBL	On Market Sale	AUD \$8.53	-51	FPO	51
26-Feb-15	MBL	On Market Sale	AUD \$8.50	-247	FPO	247
26-Feb-15	MBL	On Market Purchase	AUD \$8.50	1,493	FPO	1,493
26-Feb-15	MBL	On Market Sale	AUD \$8.50	-486	FPO	486
26-Feb-15	MBL	On Market Sale	AUD \$8.51	-175	FPO	175
26-Feb-15	MBL	On Market Sale	AUD \$8.51	-3	FPO	3
26-Feb-15	MBL	On Market Sale	AUD \$8.47	-317	FPO	317
26-Feb-15	MBL	On Market Sale	AUD \$8.46	-117	FPO	117
26-Feb-15	MBL	On Market Sale	AUD \$8.46	-54	FPO	54
26-Feb-15	MBL	On Market Sale	AUD \$8.49	-1,212	FPO	1,212
26-Feb-15	MBL	On Market Sale	AUD \$8.53	-600	FPO	600
26-Feb-15	MBL	On Market Sale	AUD \$8.53	-300	FPO	300
26-Feb-15	MBL	On Market Sale	AUD \$8.49	-300	FPO	300
26-Feb-15	MBL	On Market Purchase	AUD \$8.48	73	FPO	73
27-Feb-15	MBL	On Market Purchase	AUD \$8.58	6	FPO	6
27-Feb-15	MBL	On Market Purchase	AUD \$8.57	498	FPO	498
01-Jun-15	MBL	On Market Sale	AUD \$9.63	-490	FPO	490
01-Jun-15	MBL	On Market Sale	AUD \$9.61	-11	FPO	11
01-Jun-15	MBL	On Market Sale	AUD \$9.72	-100	FPO	100
01-Jun-15	MBL	On Market Sale	AUD \$9.73	-7	FPO	7
01-Jun-15	MBL	On Market Sale	AUD \$9.73	-151	FPO	151
02-Jun-15	MBL	On Market Sale	AUD \$9.40	-246	FPO	246
02-Jun-15	MBL	On Market Sale	AUD \$9.39	-100	FPO	100
02-Jun-15	MBL	On Market Sale	AUD \$9.40	-428	FPO	428
02-Jun-15	MBL	On Market Sale	AUD \$9.40	-100	FPO	100
02-Jun-15	MBL	On Market Sale	AUD \$9.64	-148	FPO	148
02-Jun-15	MBL	On Market Purchase	AUD \$9.63	48	FPO	48
02-Jun-15	MBL	On Market Purchase	AUD \$9.55	411	FPO	411
02-Jun-15	MBL	On Market Purchase	AUD \$9.44	404	FPO	404
02-Jun-15	MBL	On Market Sale	AUD \$9.50	-815	FPO	815
02-Jun-15	MBL	On Market Purchase	AUD \$9.48	5	FPO	5
02-Jun-15	MBL	On Market Purchase	AUD \$9.46	103	FPO	103
02-Jun-15	MBL	On Market Purchase	AUD \$9.45	138	FPO	138
03-Jun-15	MBL	On Market Sale	AUD \$9.41	-22	FPO	22
03-Jun-15	MBL	On Market Purchase	AUD \$9.38	5	FPO	5
03-Jun-15	MBL	On Market Purchase	AUD \$9.32	365	FPO	365
03-Jun-15	MBL	On Market Sale	AUD \$9.35	-621	FPO	621
03-Jun-15	MBL	On Market Sale	AUD \$9.35	-339	FPO	339
03-Jun-15	MBL	On Market Purchase	AUD \$9.44	215	FPO	215
03-Jun-15	MBL	On Market Purchase	AUD \$9.43	242	FPO	242
03-Jun-15	MBL	On Market Purchase	AUD \$9.43	189	FPO	189
03-Jun-15	MBL	On Market Purchase	AUD \$9.43	202	FPO	202
03-Jun-15	MBL	On Market Sale	AUD \$9.48	-42	FPO	42
03-Jun-15	MBL	On Market Sale	AUD \$9.41	-10	FPO	10
04-Jun-15	MBL	On Market Sale	AUD \$9.52	-144	FPO	144
04-Jun-15	MBL	On Market Sale	AUD \$9.48	-48	FPO	48
04-Jun-15	MBL	On Market Sale	AUD \$9.52	-71	FPO	71
04-Jun-15	MBL	On Market Purchase	AUD \$9.46	2	FPO	2
04-Jun-15	MBL	On Market Sale	AUD \$9.47	-51	FPO	51
04-Jun-15	MBL	On Market Sale	AUD \$9.42	-931	FPO	931
04-Jun-15	MBL	On Market Purchase	AUD \$9.39	16	FPO	16
04-Jun-15	MBL	On Market Purchase	AUD \$9.30	200	FPO	200
04-Jun-15	MBL	On Market Purchase	AUD \$9.29	251	FPO	251
04-Jun-15	MBL	On Market Purchase	AUD \$9.31	283	FPO	283
04-Jun-15	MBL	On Market Sale	AUD \$9.54	-122	FPO	122
04-Jun-15	MBL	On Market Purchase	AUD \$9.45	200	FPO	200
04-Jun-15	MBL	On Market Sale	AUD \$9.40	-99	FPO	99
04-Jun-15	MBL	On Market Purchase	AUD \$9.39	8	FPO	8
04-Jun-15	MBL	On Market Purchase	AUD \$9.44	22	FPO	22
04-Jun-15	MBL	On Market Sale	AUD \$9.50	-80	FPO	80
04-Jun-15	MBL	On Market Purchase	AUD \$9.47	1,843	FPO	1,843
05-Jun-15	MBL	On Market Sale	AUD \$9.09	-79	FPO	79
05-Jun-15	MBL	On Market Sale	AUD \$9.07	-200	FPO	200
05-Jun-15	MBL	On Market Purchase	AUD \$9.07	10	FPO	10
05-Jun-15	MBL	On Market Sale	AUD \$9.06	-338	FPO	338

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
05-Jun-15	MBL	On Market Sale	AUD \$9.04	-380	FPO	380
05-Jun-15	MBL	On Market Sale	AUD \$9.02	-47	FPO	47
05-Jun-15	MBL	On Market Purchase	AUD \$9.03	132	FPO	132
05-Jun-15	MBL	On Market Sale	AUD \$9.05	-317	FPO	317
05-Jun-15	MBL	On Market Purchase	AUD \$8.93	1,061	FPO	1,061
05-Jun-15	MBL	On Market Sale	AUD \$8.96	-231	FPO	231
05-Jun-15	MBL	On Market Purchase	AUD \$8.93	96	FPO	96
05-Jun-15	MBL	On Market Sale	AUD \$9.34	-504	FPO	504
05-Jun-15	MBL	On Market Purchase	AUD \$9.20	577	FPO	577
05-Jun-15	MBL	On Market Sale	AUD \$9.20	-31	FPO	31
05-Jun-15	MBL	On Market Purchase	AUD \$9.17	179	FPO	179
05-Jun-15	MBL	On Market Sale	AUD \$9.17	-263	FPO	263
05-Jun-15	MBL	On Market Sale	AUD \$9.18	-255	FPO	255
05-Jun-15	MBL	On Market Sale	AUD \$9.19	-100	FPO	100
05-Jun-15	MBL	On Market Purchase	AUD \$9.16	212	FPO	212
09-Jun-15	MBL	On Market Purchase	AUD \$8.73	923	FPO	923
09-Jun-15	MBL	On Market Sale	AUD \$8.79	-78	FPO	78
09-Jun-15	MBL	On Market Sale	AUD \$8.86	-181	FPO	181
09-Jun-15	MBL	On Market Sale	AUD \$8.97	-215	FPO	215
09-Jun-15	MBL	On Market Purchase	AUD \$8.83	290	FPO	290
09-Jun-15	MBL	On Market Purchase	AUD \$8.99	188	FPO	188
09-Jun-15	MBL	On Market Purchase	AUD \$8.99	938	FPO	938
09-Jun-15	MBL	On Market Sale	AUD \$9.02	-227	FPO	227
09-Jun-15	MBL	On Market Purchase	AUD \$8.85	441	FPO	441
09-Jun-15	MBL	On Market Sale	AUD \$8.85	-143	FPO	143
09-Jun-15	MBL	On Market Sale	AUD \$8.85	-20	FPO	20
10-Jun-15	MBL	On Market Purchase	AUD \$8.65	490	FPO	490
10-Jun-15	MBL	On Market Purchase	AUD \$8.62	423	FPO	423
10-Jun-15	MBL	On Market Purchase	AUD \$8.64	599	FPO	599
10-Jun-15	MBL	On Market Sale	AUD \$8.62	-81	FPO	81
10-Jun-15	MBL	On Market Purchase	AUD \$8.62	85	FPO	85
10-Jun-15	MBL	On Market Purchase	AUD \$8.62	216	FPO	216
10-Jun-15	MBL	On Market Sale	AUD \$8.62	-30	FPO	30
10-Jun-15	MBL	On Market Purchase	AUD \$8.68	409	FPO	409
10-Jun-15	MBL	On Market Sale	AUD \$8.68	-95	FPO	95
10-Jun-15	MBL	On Market Sale	AUD \$8.72	-29	FPO	29
10-Jun-15	MBL	On Market Sale	AUD \$8.82	-1,197	FPO	1,197
10-Jun-15	MBL	On Market Sale	AUD \$8.84	-391	FPO	391
10-Jun-15	MBL	On Market Purchase	AUD \$8.74	1,206	FPO	1,206
10-Jun-15	MBL	On Market Purchase	AUD \$8.79	35	FPO	35
10-Jun-15	MBL	On Market Purchase	AUD \$8.70	607	FPO	607
10-Jun-15	MBL	On Market Purchase	AUD \$8.72	771	FPO	771
10-Jun-15	MBL	On Market Purchase	AUD \$8.70	1,135	FPO	1,135
11-Jun-15	MBL	On Market Sale	AUD \$9.12	-82	FPO	82
11-Jun-15	MBL	On Market Purchase	AUD \$9.12	276	FPO	276
11-Jun-15	MBL	On Market Sale	AUD \$9.12	-964	FPO	964
11-Jun-15	MBL	On Market Purchase	AUD \$9.12	78	FPO	78
11-Jun-15	MBL	On Market Purchase	AUD \$9.12	241	FPO	241
11-Jun-15	MBL	On Market Purchase	AUD \$9.10	294	FPO	294
11-Jun-15	MBL	On Market Purchase	AUD \$8.99	1,690	FPO	1,690
11-Jun-15	MBL	On Market Sale	AUD \$9.05	-1,061	FPO	1,061
11-Jun-15	MBL	On Market Sale	AUD \$9.02	-168	FPO	168
11-Jun-15	MBL	On Market Purchase	AUD \$9.00	1,647	FPO	1,647
11-Jun-15	MBL	On Market Sale	AUD \$9.00	-4,030	FPO	4,030
11-Jun-15	MBL	On Market Purchase	AUD \$8.97	1,905	FPO	1,905
11-Jun-15	MBL	On Market Purchase	AUD \$8.96	908	FPO	908
11-Jun-15	MBL	On Market Sale	AUD \$9.00	-541	FPO	541
11-Jun-15	MBL	On Market Sale	AUD \$9.00	-685	FPO	685
11-Jun-15	MBL	On Market Purchase	AUD \$9.01	100	FPO	100
11-Jun-15	MBL	On Market Purchase	AUD \$9.01	1,897	FPO	1,897
11-Jun-15	MBL	On Market Sale	AUD \$9.02	-97	FPO	97
11-Jun-15	MBL	On Market Sale	AUD \$8.97	-201	FPO	201
11-Jun-15	MBL	On Market Purchase	AUD \$8.97	415	FPO	415
11-Jun-15	MBL	On Market Sale	AUD \$8.97	-680	FPO	680
11-Jun-15	MBL	On Market Purchase	AUD \$8.99	510	FPO	510
11-Jun-15	MBL	On Market Sale	AUD \$9.06	-42	FPO	42
11-Jun-15	MBL	On Market Purchase	AUD \$9.09	612	FPO	612
11-Jun-15	MBL	On Market Purchase	AUD \$9.13	117	FPO	117
12-Jun-15	MBL	On Market Purchase	AUD \$9.07	3	FPO	3
12-Jun-15	MBL	On Market Purchase	AUD \$9.06	6	FPO	6
12-Jun-15	MBL	On Market Sale	AUD \$9.08	-9	FPO	9
12-Jun-15	MBL	On Market Purchase	AUD \$8.98	89	FPO	89
12-Jun-15	MBL	On Market Sale	AUD \$9.02	-836	FPO	836
12-Jun-15	MBL	On Market Purchase	AUD \$8.99	32	FPO	32

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
12-Jun-15	MBL	On Market Purchase	AUD \$9.03	57	FPO	57
12-Jun-15	MBL	On Market Sale	AUD \$9.05	-875	FPO	875
12-Jun-15	MBL	On Market Purchase	AUD \$9.02	1,134	FPO	1,134
12-Jun-15	MBL	On Market Sale	AUD \$9.06	-885	FPO	885
12-Jun-15	MBL	On Market Sale	AUD \$9.08	-349	FPO	349
15-Jun-15	MBL	On Market Purchase	AUD \$8.81	400	FPO	400
15-Jun-15	MBL	On Market Purchase	AUD \$8.79	27	FPO	27
15-Jun-15	MBL	On Market Purchase	AUD \$8.77	700	FPO	700
15-Jun-15	MBL	On Market Sale	AUD \$8.79	-274	FPO	274
15-Jun-15	MBL	On Market Purchase	AUD \$8.79	300	FPO	300
15-Jun-15	MBL	On Market Sale	AUD \$8.78	-131	FPO	131
15-Jun-15	MBL	On Market Sale	AUD \$9.03	-117	FPO	117
15-Jun-15	MBL	On Market Purchase	AUD \$8.98	302	FPO	302
15-Jun-15	MBL	On Market Sale	AUD \$8.97	-27	FPO	27
15-Jun-15	MBL	On Market Purchase	AUD \$8.92	146	FPO	146
15-Jun-15	MBL	On Market Purchase	AUD \$8.86	954	FPO	954
02-Mar-15	MBL	On Market Purchase	AUD \$8.58	9	FPO	9
02-Mar-15	MBL	On Market Sale	AUD \$8.53	-200	FPO	200
02-Mar-15	MBL	On Market Purchase	AUD \$8.52	14	FPO	14
02-Mar-15	MBL	On Market Sale	AUD \$8.50	-107	FPO	107
02-Mar-15	MBL	On Market Purchase	AUD \$8.71	1	FPO	1
02-Mar-15	MBL	On Market Sale	AUD \$8.64	-1	FPO	1
02-Mar-15	MBL	On Market Purchase	AUD \$8.58	84	FPO	84
03-Mar-15	MBL	On Market Sale	AUD \$8.39	-600	FPO	600
03-Mar-15	MBL	On Market Purchase	AUD \$8.36	1,186	FPO	1,186
03-Mar-15	MBL	On Market Purchase	AUD \$8.37	69	FPO	69
03-Mar-15	MBL	On Market Sale	AUD \$8.42	-114	FPO	114
03-Mar-15	MBL	On Market Purchase	AUD \$8.38	20	FPO	20
03-Mar-15	MBL	On Market Sale	AUD \$8.43	-98	FPO	98
03-Mar-15	MBL	On Market Purchase	AUD \$8.39	3,755	FPO	3,755
03-Mar-15	MBL	On Market Sale	AUD \$8.37	-3,216	FPO	3,216
03-Mar-15	MBL	On Market Purchase	AUD \$8.33	782	FPO	782
03-Mar-15	MBL	On Market Sale	AUD \$8.41	-1,268	FPO	1,268
03-Mar-15	MBL	On Market Sale	AUD \$8.59	-100	FPO	100
03-Mar-15	MBL	On Market Purchase	AUD \$8.47	639	FPO	639
04-Mar-15	MBL	On Market Purchase	AUD \$8.22	92	FPO	92
04-Mar-15	MBL	On Market Purchase	AUD \$8.22	523	FPO	523
04-Mar-15	MBL	On Market Purchase	AUD \$8.24	214	FPO	214
04-Mar-15	MBL	On Market Sale	AUD \$8.28	-35	FPO	35
04-Mar-15	MBL	On Market Purchase	AUD \$8.26	200	FPO	200
04-Mar-15	MBL	On Market Purchase	AUD \$8.24	420	FPO	420
04-Mar-15	MBL	On Market Sale	AUD \$8.23	-34	FPO	34
04-Mar-15	MBL	On Market Purchase	AUD \$8.21	5	FPO	5
04-Mar-15	MBL	On Market Purchase	AUD \$8.35	385	FPO	385
04-Mar-15	MBL	On Market Purchase	AUD \$8.37	41	FPO	41
04-Mar-15	MBL	On Market Purchase	AUD \$8.35	559	FPO	559
04-Mar-15	MBL	On Market Sale	AUD \$8.37	-85	FPO	85
04-Mar-15	MBL	On Market Purchase	AUD \$8.25	237	FPO	237
05-Mar-15	MBL	On Market Purchase	AUD \$8.50	630	FPO	630
05-Mar-15	MBL	On Market Sale	AUD \$8.50	-254	FPO	254
05-Mar-15	MBL	On Market Purchase	AUD \$8.50	65	FPO	65
05-Mar-15	MBL	On Market Sale	AUD \$8.51	-190	FPO	190
05-Mar-15	MBL	On Market Purchase	AUD \$8.52	635	FPO	635
05-Mar-15	MBL	On Market Purchase	AUD \$8.51	528	FPO	528
05-Mar-15	MBL	On Market Sale	AUD \$8.53	-195	FPO	195
05-Mar-15	MBL	On Market Sale	AUD \$8.53	-107	FPO	107
05-Mar-15	MBL	On Market Purchase	AUD \$8.53	27	FPO	27
05-Mar-15	MBL	On Market Purchase	AUD \$8.52	578	FPO	578
05-Mar-15	MBL	On Market Sale	AUD \$8.50	-500	FPO	500
05-Mar-15	MBL	On Market Sale	AUD \$8.50	-7	FPO	7
05-Mar-15	MBL	On Market Purchase	AUD \$8.41	1,848	FPO	1,848
05-Mar-15	MBL	On Market Sale	AUD \$8.44	-21	FPO	21
05-Mar-15	MBL	On Market Purchase	AUD \$8.46	200	FPO	200
05-Mar-15	MBL	On Market Purchase	AUD \$8.48	590	FPO	590
05-Mar-15	MBL	On Market Sale	AUD \$8.50	-1,314	FPO	1,314
05-Mar-15	MBL	On Market Purchase	AUD \$8.48	159	FPO	159
05-Mar-15	MBL	On Market Purchase	AUD \$8.50	1,420	FPO	1,420
06-Mar-15	MBL	On Market Purchase	AUD \$8.40	300	FPO	300
06-Mar-15	MBL	On Market Sale	AUD \$8.48	-640	FPO	640
06-Mar-15	MBL	On Market Sale	AUD \$8.62	-420	FPO	420
06-Mar-15	MBL	On Market Sale	AUD \$8.64	-82	FPO	82
06-Mar-15	MBL	On Market Sale	AUD \$8.66	-96	FPO	96
06-Mar-15	MBL	On Market Purchase	AUD \$8.49	285	FPO	285
06-Mar-15	MBL	On Market Purchase	AUD \$8.43	2,006	FPO	2,006

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
06-Mar-15	MBL	On Market Purchase	AUD \$8.40	200	FPO	200
06-Mar-15	MBL	On Market Sale	AUD \$8.38	-429	FPO	429
06-Mar-15	MBL	On Market Purchase	AUD \$8.36	685	FPO	685
09-Mar-15	MBL	On Market Purchase	AUD \$8.55	32	FPO	32
09-Mar-15	MBL	On Market Sale	AUD \$8.60	-112	FPO	112
09-Mar-15	MBL	On Market Purchase	AUD \$8.59	17	FPO	17
09-Mar-15	MBL	On Market Sale	AUD \$8.63	-186	FPO	186
09-Mar-15	MBL	On Market Purchase	AUD \$8.63	51	FPO	51
09-Mar-15	MBL	On Market Purchase	AUD \$8.61	157	FPO	157
09-Mar-15	MBL	On Market Purchase	AUD \$8.57	352	FPO	352
09-Mar-15	MBL	On Market Purchase	AUD \$8.52	336	FPO	336
10-Mar-15	MBL	On Market Sale	AUD \$8.90	-246	FPO	246
10-Mar-15	MBL	On Market Purchase	AUD \$8.87	41	FPO	41
10-Mar-15	MBL	On Market Sale	AUD \$8.91	-441	FPO	441
10-Mar-15	MBL	On Market Sale	AUD \$8.91	-521	FPO	521
10-Mar-15	MBL	On Market Purchase	AUD \$8.83	1	FPO	1
10-Mar-15	MBL	On Market Purchase	AUD \$8.59	1	FPO	1
10-Mar-15	MBL	On Market Purchase	AUD \$8.68	175	FPO	175
11-Mar-15	MBL	On Market Sale	AUD \$8.76	-119	FPO	119
11-Mar-15	MBL	On Market Sale	AUD \$8.90	-338	FPO	338
11-Mar-15	MBL	On Market Purchase	AUD \$8.84	207	FPO	207
11-Mar-15	MBL	On Market Sale	AUD \$8.86	-132	FPO	132
11-Mar-15	MBL	On Market Purchase	AUD \$8.83	44	FPO	44
12-Mar-15	MBL	On Market Sale	AUD \$9.17	-452	FPO	452
12-Mar-15	MBL	On Market Purchase	AUD \$8.98	141	FPO	141
12-Mar-15	MBL	On Market Purchase	AUD \$9.03	200	FPO	200
12-Mar-15	MBL	On Market Sale	AUD \$9.05	-418	FPO	418
12-Mar-15	MBL	On Market Purchase	AUD \$9.02	77	FPO	77
12-Mar-15	MBL	On Market Sale	AUD \$9.09	-251	FPO	251
12-Mar-15	MBL	On Market Sale	AUD \$9.04	-149	FPO	149
12-Mar-15	MBL	On Market Purchase	AUD \$9.02	954	FPO	954
12-Mar-15	MBL	On Market Sale	AUD \$9.02	-557	FPO	557
12-Mar-15	MBL	On Market Purchase	AUD \$8.99	100	FPO	100
12-Mar-15	MBL	On Market Sale	AUD \$9.02	-15	FPO	15
12-Mar-15	MBL	On Market Sale	AUD \$9.28	-62	FPO	62
12-Mar-15	MBL	On Market Sale	AUD \$9.30	-793	FPO	793
12-Mar-15	MBL	On Market Purchase	AUD \$9.28	1,714	FPO	1,714
12-Mar-15	MBL	On Market Sale	AUD \$9.24	-427	FPO	427
12-Mar-15	MBL	On Market Purchase	AUD \$9.26	5	FPO	5
12-Mar-15	MBL	On Market Sale	AUD \$9.24	-24	FPO	24
13-Mar-15	MBL	On Market Sale	AUD \$8.99	-18	FPO	18
13-Mar-15	MBL	On Market Sale	AUD \$9.00	-13	FPO	13
13-Mar-15	MBL	On Market Purchase	AUD \$8.99	17	FPO	17
13-Mar-15	MBL	On Market Sale	AUD \$9.08	-212	FPO	212
13-Mar-15	MBL	On Market Purchase	AUD \$9.02	3	FPO	3
13-Mar-15	MBL	On Market Sale	AUD \$8.99	-61	FPO	61
13-Mar-15	MBL	On Market Sale	AUD \$8.99	-149	FPO	149
13-Mar-15	MBL	On Market Purchase	AUD \$8.95	31	FPO	31
16-Mar-15	MBL	On Market Purchase	AUD \$8.91	311	FPO	311
16-Mar-15	MBL	On Market Purchase	AUD \$8.94	237	FPO	237
16-Mar-15	MBL	On Market Sale	AUD \$8.97	-50	FPO	50
16-Mar-15	MBL	On Market Sale	AUD \$8.99	-74	FPO	74
16-Mar-15	MBL	On Market Purchase	AUD \$9.00	127	FPO	127
16-Mar-15	MBL	On Market Purchase	AUD \$8.88	330	FPO	330
16-Mar-15	MBL	On Market Sale	AUD \$9.00	-80	FPO	80
17-Mar-15	MBL	On Market Sale	AUD \$9.14	-93	FPO	93
17-Mar-15	MBL	On Market Purchase	AUD \$9.13	72	FPO	72
17-Mar-15	MBL	On Market Sale	AUD \$9.14	-291	FPO	291
17-Mar-15	MBL	On Market Purchase	AUD \$9.16	1	FPO	1
17-Mar-15	MBL	On Market Sale	AUD \$9.18	-164	FPO	164
17-Mar-15	MBL	On Market Purchase	AUD \$9.15	394	FPO	394
17-Mar-15	MBL	On Market Sale	AUD \$9.05	-140	FPO	140
17-Mar-15	MBL	On Market Purchase	AUD \$9.01	224	FPO	224
17-Mar-15	MBL	On Market Sale	AUD \$9.03	-78	FPO	78
17-Mar-15	MBL	On Market Purchase	AUD \$9.03	278	FPO	278
17-Mar-15	MBL	On Market Sale	AUD \$9.01	-54	FPO	54
17-Mar-15	MBL	On Market Purchase	AUD \$8.99	360	FPO	360
17-Mar-15	MBL	On Market Sale	AUD \$9.00	-516	FPO	516
17-Mar-15	MBL	On Market Purchase	AUD \$8.99	40	FPO	40
17-Mar-15	MBL	On Market Purchase	AUD \$9.23	163	FPO	163
17-Mar-15	MBL	On Market Sale	AUD \$9.31	-163	FPO	163
17-Mar-15	MBL	On Market Purchase	AUD \$9.24	4,079	FPO	4,079
17-Mar-15	MBL	On Market Sale	AUD \$9.20	-1,756	FPO	1,756
17-Mar-15	MBL	On Market Sale	AUD \$9.17	-447	FPO	447

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
17-Mar-15	MBL	On Market Sale	AUD \$9.11	-183	FPO	183
17-Mar-15	MBL	On Market Purchase	AUD \$9.12	173	FPO	173
18-Mar-15	MBL	On Market Purchase	AUD \$8.98	195	FPO	195
18-Mar-15	MBL	On Market Sale	AUD \$9.03	-178	FPO	178
18-Mar-15	MBL	On Market Purchase	AUD \$9.02	302	FPO	302
18-Mar-15	MBL	On Market Purchase	AUD \$9.01	100	FPO	100
18-Mar-15	MBL	On Market Purchase	AUD \$9.00	320	FPO	320
18-Mar-15	MBL	On Market Purchase	AUD \$8.99	215	FPO	215
18-Mar-15	MBL	On Market Purchase	AUD \$9.00	1,537	FPO	1,537
18-Mar-15	MBL	On Market Sale	AUD \$8.98	-317	FPO	317
18-Mar-15	MBL	On Market Purchase	AUD \$8.96	56	FPO	56
18-Mar-15	MBL	On Market Purchase	AUD \$8.99	303	FPO	303
18-Mar-15	MBL	On Market Purchase	AUD \$8.99	456	FPO	456
18-Mar-15	MBL	On Market Purchase	AUD \$9.00	200	FPO	200
18-Mar-15	MBL	On Market Purchase	AUD \$9.01	200	FPO	200
18-Mar-15	MBL	On Market Purchase	AUD \$9.00	305	FPO	305
19-Mar-15	MBL	On Market Purchase	AUD \$9.23	245	FPO	245
19-Mar-15	MBL	On Market Purchase	AUD \$9.24	460	FPO	460
19-Mar-15	MBL	On Market Purchase	AUD \$9.23	332	FPO	332
19-Mar-15	MBL	On Market Purchase	AUD \$9.27	800	FPO	800
19-Mar-15	MBL	On Market Purchase	AUD \$9.27	400	FPO	400
19-Mar-15	MBL	On Market Purchase	AUD \$9.26	300	FPO	300
19-Mar-15	MBL	On Market Purchase	AUD \$9.25	200	FPO	200
19-Mar-15	MBL	On Market Sale	AUD \$9.24	-172	FPO	172
19-Mar-15	MBL	On Market Sale	AUD \$9.19	-199	FPO	199
19-Mar-15	MBL	On Market Purchase	AUD \$9.20	142	FPO	142
19-Mar-15	MBL	On Market Sale	AUD \$9.22	-75	FPO	75
19-Mar-15	MBL	On Market Purchase	AUD \$9.22	1,436	FPO	1,436
20-Mar-15	MBL	On Market Sale	AUD \$9.29	-12	FPO	12
20-Mar-15	MBL	On Market Sale	AUD \$9.24	-58	FPO	58
20-Mar-15	MBL	On Market Purchase	AUD \$9.24	155	FPO	155
20-Mar-15	MBL	On Market Purchase	AUD \$9.24	477	FPO	477
20-Mar-15	MBL	On Market Purchase	AUD \$9.26	70	FPO	70
20-Mar-15	MBL	On Market Sale	AUD \$9.28	-1,142	FPO	1,142
23-Mar-15	MBL	On Market Purchase	AUD \$9.32	50	FPO	50
23-Mar-15	MBL	On Market Sale	AUD \$9.34	-148	FPO	148
24-Mar-15	MBL	Off Market Purchase	AUD \$9.24	39	FPO	39
24-Mar-15	MBL	On Market Sale	AUD \$9.36	-2	FPO	2
25-Mar-15	MBL	On Market Sale	AUD \$9.28	-12	FPO	12
25-Mar-15	MBL	On Market Purchase	AUD \$9.27	16	FPO	16
25-Mar-15	MBL	On Market Sale	AUD \$9.28	-300	FPO	300
25-Mar-15	MBL	On Market Sale	AUD \$9.29	-61	FPO	61
25-Mar-15	MBL	On Market Purchase	AUD \$9.28	100	FPO	100
25-Mar-15	MBL	On Market Purchase	AUD \$9.24	665	FPO	665
25-Mar-15	MBL	On Market Purchase	AUD \$9.25	22	FPO	22
26-Mar-15	MBL	On Market Sale	AUD \$9.29	-22	FPO	22
26-Mar-15	MBL	On Market Purchase	AUD \$9.28	105	FPO	105
26-Mar-15	MBL	On Market Purchase	AUD \$9.28	6	FPO	6
26-Mar-15	MBL	On Market Purchase	AUD \$9.21	100	FPO	100
26-Mar-15	MBL	Off Market Sale	AUD \$9.34	-14	FPO	14
26-Mar-15	MBL	On Market Sale	AUD \$9.31	-531	FPO	531
26-Mar-15	MBL	On Market Sale	AUD \$9.28	-200	FPO	200
26-Mar-15	MBL	On Market Purchase	AUD \$9.26	16	FPO	16
26-Mar-15	MBL	On Market Purchase	AUD \$9.29	8	FPO	8
27-Mar-15	MBL	On Market Sale	AUD \$9.32	-14	FPO	14
27-Mar-15	MBL	On Market Purchase	AUD \$9.29	100	FPO	100
27-Mar-15	MBL	On Market Purchase	AUD \$9.28	200	FPO	200
27-Mar-15	MBL	On Market Sale	AUD \$9.30	-2	FPO	2
27-Mar-15	MBL	On Market Purchase	AUD \$9.27	331	FPO	331
27-Mar-15	MBL	On Market Sale	AUD \$9.30	-171	FPO	171
27-Mar-15	MBL	On Market Sale	AUD \$9.31	-122	FPO	122
30-Mar-15	MBL	On Market Purchase	AUD \$9.14	13	FPO	13
30-Mar-15	MBL	On Market Purchase	AUD \$9.11	7	FPO	7
30-Mar-15	MBL	On Market Sale	AUD \$9.19	-90	FPO	90
30-Mar-15	MBL	On Market Sale	AUD \$9.21	-34	FPO	34
30-Mar-15	MBL	On Market Purchase	AUD \$9.15	49	FPO	49
30-Mar-15	MBL	On Market Sale	AUD \$9.14	-26	FPO	26
30-Mar-15	MBL	On Market Sale	AUD \$9.19	-60	FPO	60
30-Mar-15	MBL	On Market Purchase	AUD \$9.24	52	FPO	52
30-Mar-15	MBL	On Market Purchase	AUD \$9.24	319	FPO	319
30-Mar-15	MBL	On Market Purchase	AUD \$9.20	1,163	FPO	1,163
30-Mar-15	MBL	On Market Sale	AUD \$9.20	-273	FPO	273
30-Mar-15	MBL	On Market Purchase	AUD \$9.11	54	FPO	54
30-Mar-15	MBL	On Market Purchase	AUD \$9.17	9	FPO	9

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
30-Mar-15	MBL	On Market Purchase	AUD \$9.19	249	FPO	249
30-Mar-15	MBL	On Market Purchase	AUD \$9.20	24	FPO	24
31-Mar-15	MBL	On Market Sale	AUD \$9.33	-176	FPO	176
31-Mar-15	MBL	On Market Sale	AUD \$9.33	-71	FPO	71
31-Mar-15	MBL	On Market Sale	AUD \$9.21	-77	FPO	77
31-Mar-15	MBL	On Market Purchase	AUD \$9.20	131	FPO	131
31-Mar-15	MBL	On Market Sale	AUD \$9.22	-80	FPO	80
31-Mar-15	MBL	On Market Sale	AUD \$9.18	-49	FPO	49
31-Mar-15	MBL	On Market Sale	AUD \$9.21	-448	FPO	448
31-Mar-15	MBL	On Market Purchase	AUD \$9.20	74	FPO	74
31-Mar-15	MBL	On Market Purchase	AUD \$9.22	239	FPO	239
01-May-15	MBL	On Market Purchase	AUD \$9.48	1,228	FPO	1,228
01-May-15	MBL	On Market Purchase	AUD \$9.48	64	FPO	64
01-May-15	MBL	On Market Sale	AUD \$9.46	-2	FPO	2
01-May-15	MBL	On Market Sale	AUD \$9.44	-483	FPO	483
01-May-15	MBL	On Market Purchase	AUD \$9.54	576	FPO	576
01-May-15	MBL	On Market Purchase	AUD \$9.50	713	FPO	713
01-May-15	MBL	On Market Purchase	AUD \$9.47	200	FPO	200
01-May-15	MBL	On Market Purchase	AUD \$9.48	278	FPO	278
01-May-15	MBL	On Market Purchase	AUD \$9.46	83	FPO	83
07-May-15	MBL	On Market Sale	AUD \$9.66	-316	FPO	316
07-May-15	MBL	On Market Sale	AUD \$9.62	-606	FPO	606
07-May-15	MBL	On Market Sale	AUD \$9.63	-359	FPO	359
07-May-15	MBL	On Market Purchase	AUD \$9.62	322	FPO	322
07-May-15	MBL	On Market Purchase	AUD \$9.59	89	FPO	89
07-May-15	MBL	On Market Purchase	AUD \$9.54	920	FPO	920
07-May-15	MBL	On Market Purchase	AUD \$9.55	212	FPO	212
07-May-15	MBL	On Market Purchase	AUD \$9.49	588	FPO	588
07-May-15	MBL	On Market Sale	AUD \$9.53	-213	FPO	213
07-May-15	MBL	On Market Sale	AUD \$9.59	-334	FPO	334
07-May-15	MBL	On Market Sale	AUD \$9.65	-1,389	FPO	1,389
07-May-15	MBL	On Market Purchase	AUD \$9.66	440	FPO	440
07-May-15	MBL	On Market Purchase	AUD \$9.64	93	FPO	93
08-May-15	MBL	On Market Purchase	AUD \$9.85	80	FPO	80
08-May-15	MBL	On Market Sale	AUD \$9.90	-450	FPO	450
08-May-15	MBL	On Market Sale	AUD \$9.72	-492	FPO	492
08-May-15	MBL	On Market Purchase	AUD \$9.76	146	FPO	146
08-May-15	MBL	On Market Sale	AUD \$9.82	-46	FPO	46
11-May-15	MBL	On Market Sale	AUD \$9.82	-200	FPO	200
11-May-15	MBL	On Market Purchase	AUD \$9.68	74	FPO	74
11-May-15	MBL	On Market Purchase	AUD \$9.68	329	FPO	329
11-May-15	MBL	On Market Sale	AUD \$9.77	-400	FPO	400
11-May-15	MBL	On Market Purchase	AUD \$9.72	100	FPO	100
11-May-15	MBL	On Market Sale	AUD \$9.78	-300	FPO	300
11-May-15	MBL	On Market Purchase	AUD \$9.71	117	FPO	117
11-May-15	MBL	On Market Sale	AUD \$9.99	-677	FPO	677
11-May-15	MBL	On Market Purchase	AUD \$9.79	318	FPO	318
11-May-15	MBL	On Market Sale	AUD \$9.85	-18	FPO	18
11-May-15	MBL	On Market Sale	AUD \$9.81	-40	FPO	40
11-May-15	MBL	On Market Sale	AUD \$9.83	-275	FPO	275
11-May-15	MBL	On Market Sale	AUD \$9.87	-903	FPO	903
12-May-15	MBL	On Market Sale	AUD \$9.84	-200	FPO	200
12-May-15	MBL	On Market Purchase	AUD \$9.70	279	FPO	279
12-May-15	MBL	On Market Purchase	AUD \$9.73	97	FPO	97
12-May-15	MBL	On Market Purchase	AUD \$9.72	900	FPO	900
12-May-15	MBL	On Market Purchase	AUD \$9.71	200	FPO	200
12-May-15	MBL	On Market Sale	AUD \$9.87	-17	FPO	17
12-May-15	MBL	On Market Sale	AUD \$9.80	-140	FPO	140
13-May-15	MBL	On Market Purchase	AUD \$9.48	60	FPO	60
13-May-15	MBL	On Market Sale	AUD \$9.49	-540	FPO	540
13-May-15	MBL	On Market Purchase	AUD \$9.50	33	FPO	33
13-May-15	MBL	On Market Purchase	AUD \$9.47	312	FPO	312
13-May-15	MBL	On Market Purchase	AUD \$9.46	202	FPO	202
13-May-15	MBL	On Market Purchase	AUD \$9.45	1,003	FPO	1,003
13-May-15	MBL	On Market Purchase	AUD \$9.45	1,861	FPO	1,861
13-May-15	MBL	On Market Sale	AUD \$9.44	-392	FPO	392
13-May-15	MBL	On Market Purchase	AUD \$9.45	785	FPO	785
13-May-15	MBL	On Market Sale	AUD \$9.44	-822	FPO	822
13-May-15	MBL	On Market Purchase	AUD \$9.44	941	FPO	941
13-May-15	MBL	On Market Purchase	AUD \$9.47	212	FPO	212
13-May-15	MBL	On Market Purchase	AUD \$9.47	556	FPO	556
13-May-15	MBL	On Market Sale	AUD \$9.58	-101	FPO	101
13-May-15	MBL	On Market Purchase	AUD \$9.47	338	FPO	338
13-May-15	MBL	On Market Purchase	AUD \$9.46	846	FPO	846

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
13-May-15	MBL	On Market Purchase	AUD \$9.46	212	FPO	212
14-May-15	MBL	On Market Purchase	AUD \$9.44	714	FPO	714
14-May-15	MBL	On Market Sale	AUD \$9.47	-115	FPO	115
14-May-15	MBL	On Market Sale	AUD \$9.46	-191	FPO	191
14-May-15	MBL	On Market Sale	AUD \$9.48	-56	FPO	56
14-May-15	MBL	On Market Sale	AUD \$9.40	-515	FPO	515
14-May-15	MBL	On Market Purchase	AUD \$9.39	30	FPO	30
14-May-15	MBL	On Market Sale	AUD \$9.47	-287	FPO	287
15-May-15	MBL	On Market Sale	AUD \$9.47	-131	FPO	131
15-May-15	MBL	Off Market Purchase	AUD \$9.45	175	FPO	175
15-May-15	MBL	Off Market Sale	AUD \$9.46	-216	FPO	216
18-May-15	MBL	On Market Sale	AUD \$9.45	-160	FPO	160
18-May-15	MBL	On Market Sale	AUD \$9.40	-300	FPO	300
19-May-15	MBL	On Market Purchase	AUD \$9.33	148	FPO	148
19-May-15	MBL	On Market Sale	AUD \$9.36	-132	FPO	132
19-May-15	MBL	On Market Sale	AUD \$9.38	-129	FPO	129
19-May-15	MBL	On Market Sale	AUD \$9.32	-112	FPO	112
19-May-15	MBL	On Market Sale	AUD \$9.26	-284	FPO	284
19-May-15	MBL	On Market Purchase	AUD \$9.17	163	FPO	163
19-May-15	MBL	On Market Purchase	AUD \$9.18	1,184	FPO	1,184
19-May-15	MBL	On Market Sale	AUD \$9.19	-216	FPO	216
19-May-15	MBL	On Market Purchase	AUD \$9.34	101	FPO	101
19-May-15	MBL	On Market Sale	AUD \$9.34	-71	FPO	71
19-May-15	MBL	On Market Purchase	AUD \$9.27	287	FPO	287
19-May-15	MBL	On Market Sale	AUD \$9.37	-265	FPO	265
19-May-15	MBL	On Market Purchase	AUD \$9.33	97	FPO	97
19-May-15	MBL	On Market Sale	AUD \$9.36	-201	FPO	201
20-May-15	MBL	On Market Purchase	AUD \$9.28	2	FPO	2
20-May-15	MBL	On Market Purchase	AUD \$9.28	4	FPO	4
20-May-15	MBL	On Market Sale	AUD \$9.37	-60	FPO	60
20-May-15	MBL	On Market Purchase	AUD \$9.33	300	FPO	300
20-May-15	MBL	On Market Sale	AUD \$9.35	-718	FPO	718
20-May-15	MBL	On Market Purchase	AUD \$9.29	220	FPO	220
20-May-15	MBL	On Market Sale	AUD \$9.36	-220	FPO	220
20-May-15	MBL	On Market Purchase	AUD \$9.28	68	FPO	68
20-May-15	MBL	On Market Purchase	AUD \$9.29	68	FPO	68
20-May-15	MBL	On Market Purchase	AUD \$9.26	22	FPO	22
21-May-15	MBL	On Market Sale	AUD \$9.39	-56	FPO	56
21-May-15	MBL	On Market Sale	AUD \$9.41	-79	FPO	79
21-May-15	MBL	On Market Sale	AUD \$9.40	-160	FPO	160
21-May-15	MBL	On Market Sale	AUD \$9.39	-7	FPO	7
21-May-15	MBL	On Market Sale	AUD \$9.39	-8	FPO	8
21-May-15	MBL	On Market Sale	AUD \$9.37	-151	FPO	151
21-May-15	MBL	On Market Purchase	AUD \$9.32	374	FPO	374
21-May-15	MBL	On Market Purchase	AUD \$9.37	88	FPO	88
21-May-15	MBL	On Market Sale	AUD \$9.39	-49	FPO	49
21-May-15	MBL	On Market Sale	AUD \$9.39	-583	FPO	583
22-May-15	MBL	On Market Sale	AUD \$9.42	-276	FPO	276
22-May-15	MBL	On Market Purchase	AUD \$9.41	96	FPO	96
22-May-15	MBL	On Market Sale	AUD \$9.43	-59	FPO	59
22-May-15	MBL	On Market Purchase	AUD \$9.43	41	FPO	41
22-May-15	MBL	On Market Sale	AUD \$9.44	-117	FPO	117
22-May-15	MBL	On Market Sale	AUD \$9.43	-42	FPO	42
22-May-15	MBL	On Market Sale	AUD \$9.38	-264	FPO	264
22-May-15	MBL	On Market Sale	AUD \$9.38	-221	FPO	221
22-May-15	MBL	On Market Purchase	AUD \$9.40	580	FPO	580
22-May-15	MBL	On Market Sale	AUD \$9.46	-223	FPO	223
22-May-15	MBL	On Market Purchase	AUD \$9.42	89	FPO	89
25-May-15	MBL	On Market Sale	AUD \$9.48	-84	FPO	84
25-May-15	MBL	On Market Purchase	AUD \$9.45	6	FPO	6
25-May-15	MBL	On Market Sale	AUD \$9.44	-81	FPO	81
25-May-15	MBL	On Market Sale	AUD \$9.43	-422	FPO	422
25-May-15	MBL	On Market Purchase	AUD \$9.41	85	FPO	85
25-May-15	MBL	On Market Sale	AUD \$9.43	-143	FPO	143
25-May-15	MBL	On Market Purchase	AUD \$9.41	122	FPO	122
25-May-15	MBL	On Market Sale	AUD \$9.44	-197	FPO	197
25-May-15	MBL	On Market Sale	AUD \$9.45	-409	FPO	409
25-May-15	MBL	On Market Sale	AUD \$9.47	-58	FPO	58
25-May-15	MBL	On Market Purchase	AUD \$9.46	272	FPO	272
25-May-15	MBL	On Market Sale	AUD \$9.47	-342	FPO	342
25-May-15	MBL	On Market Sale	AUD \$9.48	-119	FPO	119
25-May-15	MBL	On Market Sale	AUD \$9.48	-500	FPO	500
26-May-15	MBL	On Market Purchase	AUD \$9.55	5	FPO	5
26-May-15	MBL	On Market Purchase	AUD \$9.58	272	FPO	272

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
26-May-15	MBL	On Market Sale	AUD \$9.61	-277	FPO	277
26-May-15	MBL	Off Market Sale	AUD \$9.51	-1,434	FPO	1,434
26-May-15	MBL	On Market Sale	AUD \$9.39	-318	FPO	318
26-May-15	MBL	On Market Purchase	AUD \$9.37	64	FPO	64
26-May-15	MBL	On Market Sale	AUD \$9.49	-115	FPO	115
26-May-15	MBL	On Market Purchase	AUD \$9.51	28	FPO	28
26-May-15	MBL	On Market Sale	AUD \$9.55	-427	FPO	427
27-May-15	MBL	On Market Sale	AUD \$9.54	-42	FPO	42
27-May-15	MBL	On Market Sale	AUD \$9.59	-88	FPO	88
27-May-15	MBL	On Market Sale	AUD \$9.55	-405	FPO	405
27-May-15	MBL	On Market Sale	AUD \$9.53	-79	FPO	79
27-May-15	MBL	On Market Sale	AUD \$9.54	-73	FPO	73
27-May-15	MBL	On Market Sale	AUD \$9.57	-505	FPO	505
27-May-15	MBL	On Market Sale	AUD \$9.59	-400	FPO	400
27-May-15	MBL	On Market Sale	AUD \$9.58	-243	FPO	243
27-May-15	MBL	Off Market Sale	AUD \$9.58	-190	FPO	190
27-May-15	MBL	On Market Purchase	AUD \$9.57	30	FPO	30
27-May-15	MBL	On Market Sale	AUD \$9.59	-402	FPO	402
27-May-15	MBL	On Market Purchase	AUD \$9.57	100	FPO	100
27-May-15	MBL	On Market Sale	AUD \$9.57	-208	FPO	208
27-May-15	MBL	On Market Sale	AUD \$9.55	-311	FPO	311
27-May-15	MBL	On Market Sale	AUD \$9.52	-55	FPO	55
27-May-15	MBL	On Market Sale	AUD \$9.54	-41	FPO	41
27-May-15	MBL	On Market Purchase	AUD \$9.54	161	FPO	161
28-May-15	MBL	On Market Purchase	AUD \$9.52	79	FPO	79
28-May-15	MBL	On Market Sale	AUD \$9.58	-310	FPO	310
28-May-15	MBL	On Market Sale	AUD \$9.58	-200	FPO	200
28-May-15	MBL	On Market Sale	AUD \$9.59	-200	FPO	200
28-May-15	MBL	On Market Sale	AUD \$9.59	-139	FPO	139
28-May-15	MBL	On Market Sale	AUD \$9.59	-351	FPO	351
28-May-15	MBL	On Market Sale	AUD \$9.59	-175	FPO	175
28-May-15	MBL	On Market Sale	AUD \$9.59	-511	FPO	511
28-May-15	MBL	On Market Sale	AUD \$9.59	-267	FPO	267
28-May-15	MBL	On Market Sale	AUD \$9.58	-256	FPO	256
28-May-15	MBL	On Market Purchase	AUD \$9.51	1,720	FPO	1,720
28-May-15	MBL	On Market Sale	AUD \$9.52	-1,031	FPO	1,031
29-May-15	MBL	On Market Sale	AUD \$9.61	-128	FPO	128
29-May-15	MBL	On Market Sale	AUD \$9.65	-600	FPO	600
29-May-15	MBL	On Market Purchase	AUD \$9.63	387	FPO	387
29-May-15	MBL	On Market Sale	AUD \$9.66	-732	FPO	732
29-May-15	MBL	On Market Sale	AUD \$9.59	-100	FPO	100
02-Mar-15	MBL	Borrow Delivery	AUD 9.19	10,000	FPO	10,000
04-Mar-15	MBL	Borrow Return	AUD 8.87	-4,000	FPO	4,000
10-Mar-15	MBL	Borrow Return	AUD 9.07	-5,000	FPO	5,000
14-May-15	MBL	Borrow Return	AUD 10.24	-5,000	FPO	5,000

ANNEXURE 'C'

This is the annexure marked 'C' of 48 pages referred to in the Notice of initial substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
18 June 2015

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HERBERT
SMITH
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Agreement

Project Marty

Underwriting Agreement

Westpac Banking Corporation

UBS AG, Australia Branch

Macquarie Capital (Australia) Limited



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Underwriting Agreement

Date ►

Between the parties

Westpac	Westpac Banking Corporation ABN 33 007 457 141 of Level 2, 275 Kent Street, Sydney NSW 2000 (Westpac)
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UBS	UBS AG, Australia Branch ABN 47 008 129 613 of Level 16, Chifley Tower, 2 Chifley Square, Sydney NSW 2000 (UBS)
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	Macquarie Capital (Australia) Limited ABN 79 123 199 548 of Level 4, 50 Martin Place, Sydney NSW 2000 (Macquarie)
--	---

Recitals	<ol style="list-style-type: none">1 Westpac proposes to invite applications to purchase Shares in BTT held by its wholly-owned subsidiary WFSG pursuant to the Offer.2 The Offer will be conducted in two stages, an institutional bookbuild offer followed by an offer under a prospectus to Eligible Securityholders.3 Westpac has agreed to appoint the Joint Lead Managers, and the Joint Lead Managers have agreed to act, as joint lead managers of the Offer on the terms and conditions set out in this agreement.4 Each Joint Lead Manager has also severally agreed to underwrite its Respective Proportion of the Institutional Offer.5 In consideration of the Joint Lead Managers having agreed to act as joint lead managers and underwriters of the Offer, Westpac has agreed to enter into this agreement.
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The parties agree as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this agreement are set out below.

Term	Meaning
Affiliate	any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person; and "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities, by contract or agency or otherwise.
Announcement Date	the date specified as such in the Timetable as varied, if at all, pursuant to clause 4.2.
Announcement Material	a request for trading halt, an announcement of the Offer and an investor presentation, each in a form approved by the Joint Lead Managers (such approval not to be unreasonably withheld).
APRA	the Australian Prudential Regulation Authority.
ASIC	the Australian Securities and Investments Commission.
ASIC Modifications	any declarations made, or modifications granted, by ASIC under, or of, the Corporations Act which any party reasonably believes are required to enable Westpac to make the Offer.
ASX	ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.
ASX Waivers	the waivers of the Listing Rules which any party reasonably believes are required to enable Westpac to make the Offer.



Term	Meaning
Bookbuild	the bookbuild conducted in accordance with clause 5.4.
Bookbuild Closing Date	the date specified as such in the Timetable as varied, if at all, pursuant to clause 4.2.
Bookbuild Opening Date	the date specified as such in the Timetable as varied, if at all, pursuant to clause 4.2.
Bookbuild Shares	the 55,000,000 Shares which are offered and allocated to Institutional Investors pursuant to the Bookbuild.
BTT	BT Investment Management Limited (ABN 28 126 385 822).
Business Day	has the meaning given to that term in the Listing Rules.
Certificate	a certificate in the form of Schedule 2 executed by two authorised signatories of Westpac.
CHESS	has the meaning given to that expression in the Listing Rules.
Claim	in relation to any person, a claim, action, proceeding or demand made against the person, however arising, and whether present or future, fixed or unascertained, actual or contingent.
Closing Date	the applicable date specified as such in the Timetable as varied, if at all, pursuant to clause 4.2.
Corporations Act	the <i>Corporations Act 2001</i> (Cth) as modified by ASIC in respect of Westpac or the Offer in any particular case.
Due Diligence Committee	the due diligence committee established to undertake due diligence investigations and enquiries on behalf of Westpac, its directors, the Joint Lead Managers and others in connection with the Offer and the preparation of the Offer Document.



Term	Meaning
Due Diligence Program	the due diligence and verification procedures planned and reviewed by the Due Diligence Committee in relation to the Offer and the Offer Document as outlined in the Planning Memorandum.
Due Diligence Report	the report of the Due Diligence Committee to the directors of Westpac in connection with the Offer and the Offer Document including all supporting documents and other work papers to which the Joint Lead Managers are given access for the purposes of due diligence investigations relating to the preparation of the Due Diligence Report.
Eligible Securityholder	a registered holder of Shares or Westpac Shares on the Record Date who is eligible to participate in the Securityholder Offer under the Offer Document.
Encumbrance	an interest or power reserved in or over an interest in any asset including any retention of title or created or otherwise arising in or over an interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power, by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation and includes any agreement to grant or create any of the above and Encumbered has the corresponding grammatical meaning.
Event of Termination	an event entitling a Joint Lead Manager to terminate this agreement as provided in clause 8.
Government Agency	<ol style="list-style-type: none">1 a government or government department or other body;2 a governmental, semi-governmental or judicial person; or3 a person (whether autonomous or not) who is charged with the administration of a law.
Group	BTT and its subsidiaries.
GST	a goods and services tax as contained in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any relevant GST regulations.
Indemnified Claim	any Loss directly or indirectly suffered by, or Claim made against, an Indemnified Party in respect of which an Indemnified Party is entitled



Term	Meaning
	to be indemnified under paragraph 1 of Schedule 5.
Indemnified Party	has the meaning given to that term in Schedule 5.
Institutional Amount	the amount which is the number of Bookbuild Shares which are allocated to Institutional Investors under the Bookbuild multiplied by the Offer Price.
Institutional Investor	<p>an institutional investor who:</p> <ol style="list-style-type: none">1. if in Australia, is a person to whom an offer of securities may be made without disclosure under Part 6D.2 of the Corporations Act by operation of section 708(8) or 708(11) of the Corporations Act, and a wholesale client for the purposes of section 761G of the Corporations Act; or2. if outside Australia, is a person in a Permitted Jurisdictions to whom under the applicable laws of the Permitted Jurisdiction the Institutional Offer may be made without need for any lodgement, registration, approval or filing with a Government Agency (other than one with which Westpac is willing to comply) and who participates in the Bookbuild, <p><i>provided that no person in the United States is an Institutional Investor.</i></p>
Institutional Offer	the invitation made to Institutional Investors to acquire Bookbuild Shares through the Bookbuild.
Institutional Offer Trade Date	the date specified as such in the Timetable as varied, if at all, pursuant to clause 4.2.
Institutional Settlement Date	the date specified as such in the Timetable as varied, if at all, pursuant to clause 4.2.
Institutional Shortfall Shares	the total number of Bookbuild Shares less the number of Bookbuild Shares in respect of which Valid Applications were received.
Joint Lead Managers	UBS and Macquarie.
Listing Rules	the Listing Rules of ASX (including the ASX Settlement Operating



Term	Meaning
	Rules, the ASX Operating Rules and the ASX Clear Operating Rules) as waived or modified by ASX in respect of Westpac or the Offer in any particular case.
Lodgement Date	the date on which the Offer Document is to be lodged with ASIC as specified in the Timetable as varied, if at all, pursuant to clause 4.2.
Loss	in relation to a person, a damage, loss, cost, expense or liability incurred by the person, however arising and whether present or future, fixed or unascertained, actual or contingent.
LSE	London Stock Exchange.
NYSE	the New York Stock Exchange.
Offer	the invitation to apply to acquire Shares under the Institutional Offer, and the Securityholder Offer.
Offer Document	the prospectus to be issued by Westpac in relation to the Securityholder Offer in a form approved by the Joint Lead Managers (acting reasonably) (as modified, to the extent applicable, by any Supplementary Offer Document lodged in accordance with clauses 4 and 5), and includes any draft of the prospectus used for the Institutional Offer with the prior approval of Westpac.
Offer Material	the material referred to in paragraph 6 of Schedule 5.
Offer Period	the period commencing on the date of this agreement and ending on the Securityholder Sale Date.
Offer Price	the purchase price to be paid for each Share sold under the Offer, to be determined through the Bookbuild.
Permitted Jurisdictions	means New Zealand, Norway, Switzerland, UK, Hong Kong, and Singapore.
Planning	the memorandum describing the Due Diligence Program adopted by



Term	Meaning
Memorandum	the Due Diligence Committee in relation to the Offer and the Offer Document.
Record Date	the date specified in the Timetable as the "Record date for determining Eligible Securityholders", as varied, if at all, pursuant to clause 4.2.
Relevant Index	any of the All Ordinaries Index of ASX and the S&P ASX 200.
Remaining Manager	has the meaning given to that term in clause 8.5(c).
Respective Proportion	in relation to UBS 50%, and in relation to Macquarie 50% subject to clause 8.5.
Securities Act	the <i>U.S. Securities Act of 1933</i> , as amended.
Securityholder Application	a duly completed and executed application form to apply for Securityholder Shares that was attached to or accompanied by a copy of the Offer Document.
Securityholder Sale Date	the date specified as such in the Timetable as varied, if at all, pursuant to clause 4.2.
Securityholder Offer	the invitation made by Westpac to: 1 Eligible Securityholders; and 2 persons who are not Eligible Securityholders whom Westpac determines in its discretion may apply for Shares, in the Offer Document to purchase Shares which are not Bookbuild Shares.
Securityholder Shares	the up to 27,000,000 Shares which are the subject of the Securityholder Offer.
Shares	the up to 82,000,000 fully paid ordinary shares held by WFSG in the capital of BTT to be sold under the Offer.



Term	Meaning
Supplementary Offer Document	any supplementary or replacement prospectus to the Offer Document lodged with ASIC in connection with the Offer.
Terminating Manager	has the meaning given to that term in clause 8.5(c).
Timetable	the timetable for the Offer set out in Schedule 3 as varied, if at all, pursuant to clause 4.2.
Trading Halt	a trading halt of Shares on the securities exchange conducted by ASX, granted by ASX under Listing Rule 17.1 or 17.2 ending no earlier than the commencement of normal trading on ASX on the Institutional Offer Trade Date.
Underwritten Price	\$7.50 per Share.
Valid Application	has the meaning given to that expression by clause 1.5.
Verification Material	the contents of the file maintained by the Due Diligence Committee being the documents and information provided in verification of statements made in the Offer Document.
Westpac Shares	fully paid ordinary shares in the capital of Westpac.
WFSG	Westpac Financial Services Group Limited ABN 50 000 326 312

1.2 Rules for interpreting this agreement

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
- (1) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (2) a document, deed or agreement, or a provision of a document, deed or agreement, is to that document, deed, agreement or provision as amended, supplemented, replaced or novated;



- (3) a party to this agreement or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
- (4) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- (5) anything (including a right, obligation or concept) includes each part of it; and
- (6) a date or time means to that date or time in Sydney.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The words subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.
- (h) References to applicable law include all applicable laws of jurisdictions within or outside Australia and including the Listing Rules, the listing rules of any exchange on which Westpac is listed and policies, guidelines, official directives or requests of or by any Government Agency, whether or not having the force of law.
- (i) A reference to dollars, \$, AUD or cents is to amounts in Australian currency.

1.3 Business Days

If the day on or by which a person must do something under this agreement is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

1.4 Success of the Offer

For the purposes of this agreement, the effect of any matter on the success of the Offer is determined by assessing the likely effect of that matter on a decision of a reasonable investor to invest in the Shares as if that decision to invest were made after the occurrence of that matter and not by considering the number and extent of applications for or allocations of Bookbuild Shares, or Securityholder Applications, received before the occurrence of that matter.

1.5 Valid Application

For the purposes of this agreement, a Valid Application in respect of Shares is received by Westpac if:



- (a) in the case of Bookbuild Shares, it is made by an Institutional Investor during the Bookbuild; and
- (b) in the case of a Securityholder Application, it is made on a duly completed Securityholder Application and submitted in accordance with the Offer Document before 5:00pm on the Closing Date for the Securityholder Offer and Westpac receives the Offer Price for those Shares in cleared funds by 5:00pm on the day before the Securityholder Sale Date.

1.6 Joint Lead Managers' relationship

Unless expressly stated otherwise in this agreement:

- (a) an obligation of a Joint Lead Manager under this agreement (including an obligation to pay) is several and not joint or joint and several unless expressly stated otherwise;
- (b) a right of a Joint Lead Manager under this agreement is held by that Joint Lead Manager severally and each Joint Lead Manager may exercise its rights, powers and benefits under this agreement individually;
- (c) where the consent or approval of a Joint Lead Manager or the Joint Lead Managers is required under this agreement, then that consent or approval must be obtained from each Joint Lead Manager (other than a Joint Lead Manager which has given a notice under clause 8 to terminate its obligations under this agreement);
- (d) nothing contained or implied in this agreement constitutes a Joint Lead Manager the partner, agent, or representative of the other Joint Lead Manager for any purpose or creates any partnership, agency or trust between the Joint Lead Managers, and neither Joint Lead Manager has any authority to bind the other in any way; and
- (e) any reference to the Joint Lead Manager in this agreement is a reference to each Joint Lead Manager separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

1.7 Withdrawal and termination of this agreement

The parties agree that Westpac may, acting reasonably, withdraw the Offer and terminate this agreement in respect of:

- (a) the Offer at any time prior to agreement as to Offer Price and allocation of Shares in the Bookbuild under clauses 5.5 and 5.6 of this agreement respectively; and
- (b) in respect of the Securityholder Offer at any time prior to the Securityholder Sale Date,

by giving reasonable notice (subject only to any obligations that Westpac has under the Corporations Act or the Listing Rules which prohibit Westpac from doing so) in writing to the Joint Lead Managers and upon such termination, the obligations of the Joint Lead Managers under this agreement end.



2 Appointment

2.1 Appointment

Westpac appoints each Joint Lead Manager on an exclusive basis (but not to the exclusion of the other Joint Lead Manager) as the joint lead managers and joint bookrunners of the Offer on the terms and conditions of this agreement, and each Joint Lead Manager accepts that appointment.

2.2 Reasonable endeavours

- (a) Each Joint Lead Manager must use its reasonable endeavours to procure applications to purchase the Bookbuild Shares in accordance with this agreement and the Timetable and manage the completion of the settlement of the Shares pursuant to the Bookbuild under the Offer.
- (b) Each Joint Lead Manager must use its reasonable endeavours to manage the Securityholder Offer in accordance with the Offer Document, this agreement and the Timetable and assist with the completion of the sale of Shares pursuant to the Securityholder Offer.

2.3 Jurisdiction

Westpac confirms the authorisation of the Joint Lead Managers to market the Offer on behalf of Westpac, provided that the Institutional Offer is only marketed in Australia, the Permitted Jurisdictions and any other jurisdictions approved in writing by Westpac.

2.4 No underwriting of Securityholder Offer

Nothing in this agreement constitutes an agreement to underwrite all or any of the Offer of Securityholder Shares.

3 Conditions Precedent, Warranties, Undertakings and Indemnity

3.1 Conditions precedent

The obligations of the Joint Lead Managers under this agreement in relation the Offer are conditional on satisfaction of each of the following by the time specified in each case:

- (a) **(Trading Halt)** ASX granting the Issuer the Trading Halt before 9.30am on the Announcement Date and the Trading Halt commencing on ASX by 10.00am on the Announcement Date; and
- (b) **(Announcement Material)** Westpac releasing to ASX the Announcement Material by 9:30am on the Announcement Date (or such later time agreed by the Joint Lead Managers in writing), each in a form approved by the Joint Lead Managers (such approval not to be unreasonably withheld).

The obligations of the Joint Lead Managers under this agreement in relation to the Securityholder Offer are conditional on satisfaction of each of the following by the time specified in each case:



- (c) **(Due Diligence Committee Report)** the Joint Lead Managers receiving a copy of the Due Diligence Report contemplated by the Due Diligence Program in a form and substance satisfactory to the Joint Lead Managers (acting reasonably) by 9:00am on the Lodgement Date, which is to be addressed to, and expressed to be for the benefit of, the directors of Westpac, each of the members of the Due Diligence Committee and the Joint Lead Managers, and signed by each member of the Due Diligence Committee; and
- (d) **(Offer Document lodgement)** Westpac lodging the Offer Document, in a form and substance approved by the Joint Lead Managers (such approval not to be unreasonably withheld), with ASIC and ASX on the Lodgement Date.

3.2 Validity of agreement

Each party, in respect of itself, represents and warrants to each other party each of the matters set out in Part 1 of Schedule 4.

3.3 Westpac representations, warranties and undertakings

Westpac represents, warrants and undertakes to the Joint Lead Managers each of the matters set out in Part 2 of Schedule 4.

3.4 Independent

Each of the paragraphs set out in Schedule 4 shall be construed independently and no paragraph shall be limited by implications arising from any other paragraphs.

3.5 Representations, warranties, undertakings and acknowledgments

- (a) Westpac undertakes to the Joint Lead Managers that it will notify the Joint Lead Managers immediately if it becomes aware of a breach of any representation, warranty or undertaking made by Westpac under clause 3.2 or under clause 3.3.
- (b) Each of the Joint Lead Managers undertakes to Westpac that it will notify Westpac immediately if it becomes aware of a breach of any representation or warranty made by it under clause 3.2.
- (c) Each of the Joint Lead Managers undertakes that in performing its obligations under this agreement, it will not breach in any material respect any applicable laws, regulations, its licence conditions or other legally binding requirements of ASX provided that a Joint Lead Manager will not be liable for a breach of this clause 3.5(c) to the extent that the breach is caused or induced by Westpac or any of the directors, employees or advisers of Westpac.
- (d) Each of the Joint Lead Managers acknowledges that no action has been taken to register or qualify the Shares or the Offer, or to otherwise permit a public offering of the Shares in any jurisdiction outside Australia and New Zealand.
- (e) Each Joint Lead Manager agrees and acknowledges, and where applicable represents and warrants, that:
 - (1) the Shares have not been and will not be registered under the Securities Act or the securities laws of any state of the United States



and may not be offered, sold, delivered or transferred in the United States or to any person in the United States; and

- (2) neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts within the meaning of Rule 902 under the Securities Act with respect to the Shares.

3.6 Repetition

Each representation and warranty given by a party under this clause 3 shall be deemed to be repeated by that party on each day before the Securityholder Sale Date and on the Securityholder Sale Date as if made with respect to the facts and circumstances existing on each such date.

3.7 Indemnity

Westpac indemnifies each of the Indemnified Parties on the terms and conditions set out in Schedule 5.

3.8 Survival

The representations, warranties and indemnities given by a party under this agreement shall not merge upon completion of the transactions contemplated by this agreement.

3.9 Reliance

Each party acknowledges that the others are entering into this agreement in reliance on the representations, warranties and undertakings in this clause 3.

4 Offer

4.1 Making of Offer

Westpac must make, conduct and settle the Offer in accordance with:

- (a) the Timetable, as varied, if at all, pursuant to clause 4.2; and
- (b) the Offer Document, this agreement, its constitution, the Listing Rules, the Corporations Act and all other applicable laws.

4.2 Amendment

The Timetable may be amended by Westpac:

- (a) with the consent of the Joint Lead Managers (such consent not to be unreasonably withheld or delayed); or
- (b) if required by ASX.



5 Conduct of Institutional Offer

5.1 Support and Access

Westpac must provide the full support of, and access to, its senior management in marketing the Institutional Offer.

5.2 Trading halt

Westpac must procure that BTT applies to ASX for the Trading Halt before 9.00am on the Announcement Date and use all reasonable endeavours to procure that the Trading Halt commences on ASX by 10.00am on the Announcement Date.

5.3 Announcement of Offer

Westpac must give the Announcement Material to ASX before 9.30am on the Bookbuild Opening Date.

5.4 Bookbuild

The Bookbuild Shares will be offered by the Joint Lead Managers on behalf of Westpac via a bookbuild process conducted on the Bookbuild Opening Date and the Bookbuild Closing Date whereby certain Institutional Investors will be invited to lodge bids for the Shares at various offer prices within an indicative price range so as to establish demand for the Shares at various possible prices and to determine the Offer Price which will apply to the Shares. Westpac authorises the Joint Lead Managers to notify potential purchasers of the Shares under the Institutional Offer that Westpac has made the representations and warranties in paragraph (o) of Part 2 of Schedule 4.

5.5 Offer Price

- (a) Subject to clause 5.5(b), the Offer Price will be determined by agreement between Westpac and the Joint Lead Managers after the Bookbuild, having regard to the outcome of the Bookbuild.
- (b) The Offer Price must not be set at a price above the Underwritten Price if to do so would create Institutional Shortfall Shares.

5.6 Allocation of Shares

- (a) Subject to clause 5.6(b), the allocation of the Shares in the Bookbuild will be agreed by the Joint Lead and Westpac after the close of the Bookbuild.
- (b) Westpac must not refuse to agree to allocate against or reject any Valid Application for Bookbuild Shares if to do so would create Institutional Shortfall Shares, without the prior consent of the Joint Lead Managers in their absolute discretion.
- (c) The Joint Lead Managers will advise each successful bidder about their allocation as soon as possible thereafter.



5.7 Crossing and confirmations

Each Joint Lead Manager will report its Respective Proportion of the sale of Bookbuild Shares to ASX as a “crossing” for the purposes of the Listing Rules before the commencement of normal trading on ASX on the Institutional Offer Trade Date, and issue a confirmation in relation to each allocation of Bookbuild Shares reported by it on the Institutional Offer Trade Date.

5.8 Cleansing notice

- (a) Westpac must procure that each of it and BTT gives to ASX a cleansing notice pursuant to section 708A(5)(e)(ii) of the Corporations Act (as amended by ASIC Class Order 08/25) in respect of the sale of the Bookbuild Shares after the crossing referred to in clause 5.7 has been reported and before 10.00am on the Institutional Offer Trade Date.
- (b) Westpac must procure that each of it and BTT complies with its obligations pursuant to section 708A(9) of the Corporations Act (as amended by ASIC Class Order 08/25).

5.9 Certificate

Westpac must give the Joint Lead Managers a Certificate by 5:00pm on the Business Day before the Institutional Settlement Date. Westpac represents and warrants in giving the Certificate that the Certificate delivered to the Joint Lead Managers shall be true and accurate in respect of events and circumstances applicable as at that time.

5.10 Acceptance of Applications and sale of Shares

By 2.00pm on the business day prior to the Institutional Settlement Date (or by the time and date otherwise agreed between Westpac and the Joint Lead Managers), Westpac will procure that WFSG delivers the Bookbuild Shares to UBS or its affiliate, as directed by UBS, in such form as constitutes valid deliveries between brokers. Subject to the delivery of the Bookbuild Shares by WFSG as contemplated in this clause 5.10, UBS will on the Institutional Settlement Date act as agent to deliver the Bookbuild Shares to Institutional Investors to whom they were allocated, against payment of the Offer Price for each Bookbuild Share, and (irrespective of whether the Institutional Investors have made payment of the Offer Price or not) pay, or procure the payment to WFSG or as it directs of, the proceeds of sale of the Bookbuild Shares less any fees payable under clause 7.1.

5.11 Underwriting of Institutional Offer Shortfall

- (a) Subject to this clause and to clauses 3.1 and 8, each Joint Lead Manager agrees to purchase or procure purchasers for its Respective Proportion of the Institutional Shortfall Shares and to pay or procure payment of the Underwritten Price for its Respective Proportion of the Institutional Shortfall Shares against delivery by no later than 2.00pm on the Institutional Settlement Date.
- (b) If and to the extent that the purchase by a Joint Lead Manager of Institutional Shortfall Shares is limited by applicable laws or regulations, Westpac agrees to retain any Shares above that limit (“**Balance Shares**”) pending notice from the Joint Lead Manager to transfer some or all of those shares to it or to a third party nominated by it. The Joint Lead Manager may issue a notice under this



clause 5.11(b) on more than one occasion, provided that the sale of any of its Balance Shares must be effected prior to 7.00pm on the date that is the twentieth Business Day after the Institutional Offer Trade Date, with settlement to occur no later than the Securityholder Sale Date.

6 Conduct of Securityholder Offer

6.1 Offer Document

Westpac must lodge the Offer Document with ASIC, and despatch the Offer Document and the Securityholder Application to Eligible Securityholders, in accordance with the Timetable.

6.2 Applications

Each application for Securityholder Shares must be made on a Securityholder Application.

6.3 Supplementary Offer Document

Without prejudice to any right of the Joint Lead Managers to terminate this agreement, if before the Securityholder Sale Date, Westpac discovers or is notified that:

- (a) there is a misleading or deceptive statement in the Offer Document or any Supplementary Offer Document; or
- (b) there is an omission from the Offer Document or any Supplementary Offer Document of material required by the Corporations Act to be included; or
- (c) there is a new circumstance that:
 - (1) has arisen since the Offer Document or any Supplementary Offer Document was lodged; and
 - (2) would have been required by the Corporations Act to be included in the Offer Document or Supplementary Offer Document if it had arisen before the relevant document was lodged,

that is materially adverse from the point of view of a reasonable person considering whether to proceed to acquire the Shares,

Westpac must immediately notify the Joint Lead Managers of that statement, omission or circumstance and must lodge a Supplementary Offer Document (in a form approved in writing by the Joint Lead Managers, such approval not to be unreasonably withheld or delayed) in respect of that statement, omission or circumstance as soon as practicable afterwards or otherwise withdraw the Offer and must otherwise comply with the Corporations Act. Any Supplementary Offer Document must also be despatched in accordance with the Corporations Act and Westpac will make the Supplementary Offer Document available on its website and make any other appropriate arrangements to ensure the availability of the document, within 3 Business Days of lodgement.



6.4 No other Supplementary Offer Document

Other than pursuant to clause 6.3, Westpac must not lodge or issue a Supplementary Offer Document without the prior written consent of the Joint Lead Managers (such consent not to be unreasonably withheld or delayed).

6.5 Notification of Securityholder Applications

Westpac must:

- (a) whenever reasonably requested by a Joint Lead Manager, notify the Joint Lead Managers of the particulars of each application for Securityholder Shares received and the number of Securityholder Shares allocated; and
- (b) notify, or cause to be notified, each Joint Lead Manager before 10:00am on every Business Day during the period to and including the first Business Day after the Offer Period of all applications received pursuant to the Securityholder Offer on the previous Business Day which Westpac has decided are invalid, and permit each Joint Lead Manager to review those applications.

6.6 Allocation of Shares

Westpac, in consultation with the Joint Lead Managers, will determine the allocation of the Shares in the Securityholder Offer. For the avoidance of doubt, Westpac will retain the right to determine any scale back applicable in relation to the Securityholder Offer.

6.7 Sale of Shares

Westpac must procure that WFSG sells the Shares to applicants (to the extent that they have provided a Valid Application) in accordance with the allocations determined under clause 6.6 on the Securityholder Sale Date.

6.8 Certificate

Westpac must give the Joint Lead Managers a Certificate by 5:00pm on the Business Day before the Securityholder Sale Date. Westpac represents and warrants in giving the Certificate that the Certificate delivered to the Joint Lead Managers shall be true and accurate in respect of events and circumstances applicable as at that time.

7 Fees, Costs and Expenses

7.1 Payment of fees to Joint Lead Managers

In consideration of performing their obligations under this agreement, each Joint Lead Manager shall be entitled to such fees as the parties agree.

7.2 Costs and expenses

In addition to the fees referred to in clause 7.1, Westpac must pay, or reimburse the Joint Lead Managers for all reasonable costs, charges or expenses (except their printing or



mailing expenses) of and incidental to any aspect of the Offer or this agreement (including any aspect arising after the Securityholder Settlement Date), as soon as reasonably practicable after a request for payment or reimbursement is made by a Joint Lead Manager provided that the relevant Joint Lead Manager seeks, and receives, Westpac's consent in writing prior to incurring the cost, charge or expense.

7.3 Costs on termination

In the event that the obligations of a Joint Lead Manager under this agreement are terminated pursuant to clause 1.7 or clause 8 or the Offer does not proceed or is not completed for any reason:

- (a) Westpac shall not be obliged to pay to the Joint Lead Manager whose obligations are terminated, or (if the Offer does not proceed) either of the Joint Lead Managers, the fees referred to in clause 7.1 other than any fees that have at the time of termination been paid or become due for payment; and
- (b) in relation to each Joint Lead Manager, except where the termination or failure of the Offer to proceed is solely due to a wrongful act by that Joint Lead Manager, Westpac shall be obliged to pay to the Joint Lead Manager within five Business Days of termination of the obligations of the Joint Lead Manager, or the Offer not proceeding or completing (to the extent that it has not already done so), the costs, charges and expenses referred to in clause 7.2.

8 Events of Termination

8.1 Right of termination

Subject to clause 8.2, if any one or more of the events set out in Schedule 6 occurs at any time in the period from (and including) the date of this agreement to the Securityholder Sale Date (or, in the case of a paragraph in Schedule 6 which specifies a particular period, from (and including) the date of this agreement to (and including) the date or period referred to in the relevant paragraph), then at any time on or before the Securityholder Sale Date (or during the particular period specified) a Joint Lead Manager may terminate any of its obligations under this agreement which have not been performed at that time (without cost or liability to itself) by notice in writing to Westpac (with a copy to the other Joint Lead Manager) specifying the relevant event.

8.2 Exercise of rights

No event specified in Part 2 of Schedule 6 shall entitle a Joint Lead Manager to exercise its rights to terminate its obligations under this agreement pursuant to clause 8.1 or otherwise unless the Joint Lead Manager has reasonable and bona fide grounds to believe and does believe that the event has, or is likely to have, a material adverse effect on the success, marketing or settlement of the Offer or could give rise to a liability which is material (including in a financial or reputational sense) to a Joint Lead Manager under the Corporations Act or any other applicable law.



8.3 Claims

Nothing contained in this clause 8 shall prejudice or nullify any Claim or other right which a Joint Lead Manager or any other Indemnified Party may have against Westpac or which Westpac may have against a Joint Lead Manager, for or arising out of any breach of covenant, warranty or representation or failure to observe or perform an obligation under this agreement.

8.4 Notification

Westpac must notify the Joint Lead Managers in writing immediately after becoming aware that any of the events referred to in clause 8.1 has occurred or is about to occur.

8.5 Effect of termination

- (a) In the event that a Joint Lead Manager terminates its obligations under this agreement pursuant to clause 8.1, it shall be relieved of its obligations under this agreement and shall be entitled to payment and reimbursement of the costs and expenses in accordance with clause 7.3.
- (b) The exercise by a Joint Lead Manager of its rights upon the happening of an event specified in clause 8.1 does not automatically terminate the obligations of the other Joint Lead Manager.
- (c) If a Joint Lead Manager gives notice to the other Joint Lead Manager of its intention to terminate its obligations under this agreement upon the happening of an event specified in clause 8.1 (such Joint Lead Manager being a **Terminating Manager**), the other Joint Lead Manager (who has not given such notice) (being the **Remaining Manager**) must elect by notice in writing to the Terminating Manager and Westpac within 2 Business Days of the Terminating Manager terminating its obligations under this agreement as a result of that event to:
 - (1) also terminate its obligations under this agreement; or
 - (2) assume the obligations of the Terminating Manager under this agreement.If the Remaining Manager fails to give notice under this clause 8.5(c) it shall be treated as having also terminated its obligations under this agreement.
- (d) If the Remaining Manager gives notice under paragraph (c) prior to the Securityholder Sale Date that it will assume the obligations of the Terminating Manager under this agreement then, subject to performing those obligations, the Remaining Manager, in addition to the fees to which it is entitled under clause 7, will also be entitled to the fees that would have been payable to each Terminating Manager under clause 7 if it had not terminated.



9 Advertising and Public Announcements

9.1 Advertising and public announcements

Westpac must (at its own cost) provide such assistance in connection with the promotion, advertising and marketing of the Offer as is reasonably required by a Joint Lead Manager from time to time. Westpac must procure that BTT provides (at its own cost) such assistance in connection with the promotion, advertising and marketing of the Offer as is reasonably required by a Joint Lead Manager in consultation with Westpac from time to time. The content and other details of any promotional material (which includes any media advertising and marketing material and the content of any presentation) after the execution of this agreement must be agreed by Westpac and approved by each Joint Lead Manager (such approval not to be unreasonably withheld or delayed) prior to any statement or release.

9.2 Announcements

Westpac agrees that it must not before the Securityholder Sale Date make any public or media announcement or disclosure in relation to the Offer, its progress or the result of the Offer without the prior approval of the Joint Lead Managers (which must not be unreasonably withheld or delayed) unless the disclosure is required by the Corporations Act or the Listing Rules or any other applicable law to be made at that time.

10 Access to Information

10.1 Access and information

Westpac agrees to provide the Joint Lead Managers and their officers and advisers with all relevant information in relation to the Offer (before the Securityholder Sale Date or, thereafter, for a period of seven years from the Securityholder Sale Date and during the currency of any regulatory or other similar proceedings or investigation in connection with the Offer Document or the Offer commenced within seven years of the Securityholder Sale Date).

10.2 ASX and ASIC

Without limiting the generality of clause 10.1, Westpac must promptly give the Joint Lead Managers copies of notifications to and approvals of ASX and ASIC, evidence of any lodging of the Offer Document and any other similar material relating to the Offer.

10.3 Due diligence materials

- (a) Westpac must provide the Joint Lead Managers with full and free access to, and on request, copies of, the Due Diligence Report, the Verification Material and all materials and documents used or created in connection with the preparation of the Due Diligence Report and the Verification Material and must maintain those materials and documents for at least six years from the Securityholder Sale Date for that purpose.



- (b) Westpac must by the Securityholder Sale Date provide each of the Joint Lead Managers with a compendium containing due diligence materials and documents which is to be prepared by Westpac's legal adviser.

11 Acknowledgments

11.1 Acknowledgments

Westpac acknowledges that in respect of each Joint Lead Manager:

- (a) the Joint Lead Manager is not required to give tax, legal, regulatory, accountancy or other specialist or technical advice in connection with the Offer;
- (b) although the Joint Lead Managers will assist in the co-ordination of due diligence investigations in connection with the Offer, Westpac will rely on its own expertise and on that of specialist legal, accounting and tax advisers in respect of that due diligence;
- (c) any advice, whether written or oral, given by a Joint Lead Manager to Westpac, or any communications between a Joint Lead Manager and Westpac can only be used and relied on by Westpac and may not be used or relied on by any third party and may not be disclosed to any third party without the prior written approval of the Joint Lead Manager (other than Westpac's professional advisers who may place no reliance on such advice);
- (d) a Joint Lead Manager is not obliged to disclose to Westpac or utilise for the benefit of Westpac, any non-public information which a Joint Lead Manager obtains in the normal course of its business where such disclosure or use would result in a breach of any obligation of confidentiality or any internal "Chinese wall" policies of the Joint Lead Manager;
- (e) without prejudice to any claim Westpac may have against a Joint Lead Manager, no proceedings may be taken against any director, officer, employee or agent of a Joint Lead Manager in respect of any claim that Westpac may have against the Joint Lead Manager; and
- (f) it is contracting with that Joint Lead Manager on an arm's length basis to provide the services described in this agreement as an independent contractor and the Joint Lead Manager is not assuming any duties or obligations (fiduciary or otherwise) in respect of it other than those expressly set out in this agreement.

11.2 Acknowledgement by Joint Lead Managers

Each of the Joint Lead Managers acknowledge that, without prejudice to any claim the Joint Lead Managers may have against Westpac, no proceedings may be taken against any director, officer, employee or agent of Westpac in respect of any claim that a Joint Lead Manager may have against Westpac.

11.3 Agreements

Westpac and each of the Joint Lead Managers confirm that it is not the intention to create a fiduciary relationship between them.



12 GST

12.1 Definitions

Words defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

12.2 GST payable in addition to fees

In addition to paying the fees, costs, charges and expenses referred to in clause 7 (which are exclusive of GST) and in addition to any other amounts, Westpac must:

- (a) pay to the Joint Lead Managers an amount equal to any GST payable on any supply by the Joint Lead Managers under or in connection with this agreement, without deduction or set-off of any other amount; and
- (b) make that payment:
 - (1) as and when the fees, costs, charges and expenses referred to in clause 7 or other consideration or part of it must be paid or provided; and
 - (2) if later, such later time being not more than 2 Business Days after a tax invoice has been issued by the relevant Joint Lead Manager,provided that before that payment is due to be made the Joint Lead Manager has given a tax invoice to Westpac in respect of the GST so payable.

12.3 GST on claims and expenses

Without limiting the operation of clause 12.2:

- (a) if a payment to satisfy a claim or a right to claim under or in connection with this agreement (for example, for misleading or deceptive conduct or for misrepresentation or for a breach of any warranty or for indemnity or for reimbursement of any cost or expense) gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against the amount of that GST; and
- (b) if a party has a claim under or in connection with this agreement for a cost or expense on which that party must pay GST, the claim is for the cost or expense plus all GST (except any GST for which that party is entitled to an input tax credit).

12.4 Adjustments

If an adjustment event arises on any supply made under or in connection with this agreement, then the party that has the decreasing adjustment must pay to the party that has the increasing adjustment an amount equivalent to the increasing adjustment.

In addition, the supplier must provide before the payment is made or received, an adjustment note in respect of the GST on that adjustment event.



13 Notices

13.1 How to give a notice

A notice, consent or other communication under this document is only effective if it is sent by a party to this agreement (the Sender):

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given;
- (c) and must be:
 - (1) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (2) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full; or
 - (3) where an email address is provided in Schedule 1, sent by email to the address specified in Schedule 1. If a notice is sent by email the email must state the first and last name of the sender, who must be an authorised representative of the Sender.

13.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is delivered or sent by fax:
 - (1) by 5:00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (2) after 5:00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
- (b) if it is sent by mail - on actual receipt; and
- (c) if it is sent by email:
 - (1) when the Sender receives an automated message confirming delivery; or
 - (2) four hours after the time sent (as recorded on the device from which the Sender sent the email), provided that the Sender does not receive an automated message within those four hours that the email has not been delivered,

whichever happens first provided that if an email is received or taken to be received after 5.00pm or on a day other than a Business Day, it will be taken to be received at 9.00am on the next Business Day.

13.3 Address for notices

A person's address and fax number are those set out in Schedule 1, or as the person notifies the sender.



14 Amendment and assignment

14.1 Amendment

This agreement can only be amended, supplemented, replaced or novated by another agreement signed by the parties.

14.2 Assignment

A party may only dispose of, declare a trust over or otherwise create an interest in its rights under this agreement with the consent of each other party.

15 General

15.1 Governing law and jurisdiction

- (a) This agreement is governed by the law in force in New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

15.2 Giving effect to this agreement

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this agreement.

15.3 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

15.4 Operation of this agreement

- (a) This agreement and any fee letter for the purpose of clause 7.1 contains the entire agreement between the parties about its subject matter. Subject to clause 15.5, any previous understanding, agreement, representation or warranty



relating to that subject matter is replaced by this agreement and has no further effect.

- (b) Any right that a person may have under this agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this agreement enforceable, unless this would materially change the intended effect of this agreement.

15.5 Inconsistency with other documents

If this agreement is inconsistent with any other document or agreement between the parties, except as specifically provided this agreement prevails to the extent of the inconsistency and without otherwise derogating from the requirements of each Joint Lead Manager's account-opening documentation with Westpac or WFSG and any engagement letter entered into between a Joint Lead Manager and Westpac.

15.6 Time is of the essence

Time is of the essence in this agreement.

15.7 Counterparts

This agreement may be executed in counterparts.

15.8 Attorneys

Each person who executes this agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

15.9 Indemnities

The indemnities in this agreement are continuing obligations independent from the other obligations of Westpac and continue after this agreement ends or after a Terminating Manager terminates its obligations under this agreement. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.



Schedule 1

Notice details

Westpac	Westpac Banking Corporation
Address	Level 2, 275 Kent Street, Sydney NSW 2000
Attention	General Counsel
Phone	+61 2 8254 6285
Fax	+61 2 8253 1215
Email	rlim@westpac.com.au

UBS	UBS AG, Australia Branch
Address	Level 16, Chifley Tower, 2 Chifley Square, Sydney NSW 200
Attention	General Counsel
Phone	+61 2 9324 2000
Fax	+61 2 9324 2558
Email	Annette.spencer@ubs.com

Macquarie	Macquarie Capital (Australia) Limited
Address	Level 4, 50 Martin Place, Sydney NSW 2000
Attention	Peter Appleyard, Division Director
Phone	+61 2 8232 8539
Fax	+61 2 8232 3656
Email	Peter.Appleyard@macquarie.com



Schedule 2

Certificate (clause 5.9 and 6.8)

To: UBS AG, Australia Branch (Attention: [])
 Macquarie Capital (Australia) Limited (Attention: [])

We hereby certify on behalf of Westpac Banking Corporation (Westpac) that, except as set out below, the following statements are, to the best of our knowledge having made due inquiries, true and not misleading or deceptive:

- (a) Westpac has complied with all of its obligations in respect of the Offer whether arising under the Underwriting Agreement, the Corporations Act, the Listing Rules, [the Offer Document, cl 6.8 Certificate only] the Timetable or otherwise;
- (b) [no occasion has arisen for the issue of a Supplementary Offer Document; cl 6.8 Certificate only]
- (c) the representations and warranties contained in clause 3 (and given by or deemed to be given under clause 3.6 by Westpac) are true and correct as at the date of this certificate in respect of the facts and circumstances existing as at today; and
- (d) no Event of Termination has occurred.

[Set out details of any relevant exceptions]

For the purposes of this Certificate:

- (e) Underwriting Agreement means the agreement for the management and partial underwriting of the Offer dated on or about [] June 2015 between Westpac, UBS AG, Australia Branch and Macquarie Capital (Australia) Limited; and
- (f) words and expressions used shall have the meanings ascribed to them in the Underwriting Agreement.



Schedule 3

Timetable (clause 4.1)

Key Dates for the Offer

Record Date for determining Eligible Securityholders (7.00pm Sydney time)	11 June 2015
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Announcement Date	16 June 2015
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Bookbuild Opening Date	16 June 2015
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Bookbuild Closing Date	17 June 2015
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Institutional Offer Trade Date	18 June 2015
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Lodgement Date	22 June 2015
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Institutional Settlement Date	23 June 2015
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Opening date for the Securityholder Offer	22 June 2015
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Despatch of Offer Document completed	24 June 2015
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Closing Date for the Securityholder Offer (5.00pm Sydney time)	10 July 2015
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Securityholder Sale Date	16 July 2015
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Schedule 4

Warranties and Undertakings (clause 3)

Part 1: The Parties

- (a) **(status)** The party is a body corporate validly existing under the laws of its place of incorporation or establishment.
- (b) **(power)** The party has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates.
- (c) **(authorisations)** All approvals and authorisations that may be required to permit the party to enter into this agreement and to carry out the transactions that this agreement contemplates and all approvals and authorisations required in relation to the Offer have been obtained and remain valid and subsisting.
- (d) **(agreement effective)** This agreement constitutes legal, valid and binding obligations of the party, enforceable against it in accordance with its terms subject to any necessary stamping or registration.

Part 2: Westpac

- (a) **(compliance)** Westpac has taken reasonable steps to ensure that the Offer Document will comply with the Corporations Act and the Listing Rules.
- (b) **(Offer Document disclosure)** Westpac will ensure that the Offer Document will not contain any material statements which are misleading or deceptive and the issue and distribution of the Offer Document will not constitute conduct by any person which is misleading or deceptive in a material respect.
- (c) **(printed copies)** Westpac will provide as many printed copies of the Offer Document to, or as directed by, the Joint Lead Managers as they may reasonably require.
- (d) **(information)** None of the information supplied to a Joint Lead Manager by or, with Westpac's prior consent, on behalf of Westpac is misleading or deceptive in a material respect or contains any material omissions and Westpac will disclose to the Joint Lead Managers all information material to the making of an informed investment decision in relation to the Shares.
- (e) **(Offer Document inquiry and investigation)** Westpac has made and will continue until the Securityholder Sale Date to make such enquiries and take such steps as are reasonable to ensure that there are no material omissions from the Offer Document and that the statements included in the Offer Document are true and not misleading or deceptive in any material respect, and do not become misleading or deceptive in any material respect and do not constitute conduct by any person which is misleading or deceptive or likely to mislead or deceive (including by omission) in a material respect.
- (f) **(winding up)** During the Offer Period, Westpac and WFSG will not:
 - (i) cease to be solvent or able to pay its debts as and when they fall due;
 - (ii) pass any resolution that it be wound up;



- (iii) enter into any scheme or composition with or for the benefit of its creditors;
- (iv) have a receiver or manager appointed to the whole or any part of its assets or undertakings;
- (v) permit any breach or default whereby it is liable to be wound up; or
- (vi) have an administrator appointed to it.
- (g) **(compliance with disclosure obligations)** BTT has complied in all material respects with its periodic and continuous disclosure obligations under the Listing Rules or the Corporations Act and BTT is not relying upon any exemption from the continuous disclosure obligations.
- (h) **(compliance with law)** Westpac is not in breach of any applicable law in any respect that is material to Westpac or the Offer, but to avoid doubt nothing in this paragraph (h) of Part 2 (Schedule 4) is taken to extend to the subject matter of the warranty and representations given in the paragraphs (a), (b) or (e) of this Part 2.
- (i) **(listing rules)** Westpac will not breach the Listing Rules in relation to making or settling the Offer.
- (j) **(no contravention)** Westpac must not, before the expiry of the Offer Period undertake, be involved in or acquiesce in any activity in relation to the Offer which breaches in any material respect, any provision of its constitution, the Corporations Act or any other applicable law, the Listing Rules or any legally binding requirement of APRA, ASIC, ASX or any other Government Agency.
- (k) **(variation of constitution)** Westpac must not before the Issue Date, other than as contemplated in the Offer Document, vary any term of its constitution or the constitution of WFSG without the prior written consent of the Joint Lead Managers, which consent shall not be unreasonably withheld or delayed.
- (l) **(Shares)** WFSG is the legal and beneficial owner of, and has good and valid title to, the Shares free and clear of any Encumbrance, and on delivery of the Shares under this agreement, will give good and valid title to the Shares, free and clear of any Encumbrance to purchasers of the Shares.
- (m) **(ASX Waivers)** Westpac has been granted or will prior to the Announcement Date be granted all ASX Waivers and ASIC Modifications which are required to permit Westpac to make the Offer.
- (n) **(No directed selling efforts)** Neither Westpac nor any of its Affiliates or any person acting on its or their behalf (other than the Joint Lead Managers or any of their respective Affiliates, as to whom Westpac makes no representation) has engaged or will engage in any directed selling efforts within the meaning of Rule 902 under the Securities Act with respect to the Shares.
- (o) **(Foreign private issuer)** BTT is a "foreign issuer" (as such term is defined in Regulation S under the Securities Act) which reasonably believes that there is no "substantial U.S. market interest" (as such term is defined in Regulation S under the Securities Act) in the shares or securities of BTT of the same class as the Shares.
- (p) **(Not required to register as an investment company)** To the best of Westpac's knowledge, BTT is not, and will not be as a result of the sale of the Shares contemplated hereby, required to be registered as an "investment



company” as defined in the U.S. Investment Company Act of 1940, as amended.

- (q) **(Onsale of Bookbuild Shares)** Westpac and WFSG are not selling the Shares in the Institutional Offer with the purpose of the person to whom they are sold selling or transferring them, or granting issuing or transferring interests in or options over them. Following the issue of cleansing notices in accordance with clause 5.8, the Shares in the Institutional Offer may be offered for sale and be on-sold without disclosure to investors under Part 6D.2 of the Corporations Act.
- (r) **(no inside information)** other than information relating to the Offer, Westpac is not in possession of any non-public information or information that is not generally available which, if it were generally available, a reasonable person would expect to have a material effect on the price or value of the Shares, or that is information that would influence, or would be likely to influence, persons who commonly invest in Division 3 financial products (as that term is defined in section 1042A of the Corporations Act) in deciding whether or not to acquire or dispose of Shares.
- (s) **(Announcement Material disclosure)** the Announcement Material will not contain any material statements which are misleading or deceptive and the issue and distribution of the Announcement Material will not constitute conduct by any person which is misleading or deceptive in a material respect.



Schedule 5

Indemnity (clause 3.7)

1. Indemnity

Subject to paragraph 2 of this Schedule 5, Westpac agrees to indemnify and keep indemnified the Joint Lead Managers and each of their related bodies corporate and Affiliates and each of their directors, officers, employees and advisers (each an Indemnified Party and collectively the Indemnified Parties) from and against all Losses directly or indirectly suffered by, or Claims made against, an Indemnified Party arising out of or in connection with this agreement including but not limited to:

- (a) **(Offer Document)** the issue of the Announcement Material and Offer Document, or any statement or omission from the Announcement Material or Offer Document or the making, conduct, or settlement of the Offer (including Losses or Claims arising out of or in connection with the preparation for, or involvement in, investigations conducted by ASIC in relation to the issue of the Offer Document or the Offer);
- (b) **(breach)** Westpac failing to perform or observe any of its obligations or undertakings under this agreement or in connection with the issue and allotment of Shares, or any information provided by it in accordance with this agreement being inaccurate or otherwise misleading;
- (c) **(misrepresentation)** any representation or warranty made or given by Westpac under this agreement or deemed to have been made by Westpac under clause 3.6 proving to have been untrue or incorrect;
- (d) **(authorised publications)** any roadshow presentation, announcement, advertisement or publicity made or distributed by or on behalf of an Indemnified Party in relation to the Offer with the prior approval of Westpac;
- (e) **(generally)** any claim that an Indemnified Party has any liability under the Corporations Act (including sections 1041H and 1041I) or any other applicable law in relation to the Offer;
- (f) **(sale)** the sale of the Shares; and
- (g) **(withdrawal)** the withdrawal by Westpac of the Offer Document, any Supplementary Offer Document or the Offer.

Each of the paragraphs (a) to (g) (inclusive) of this paragraph 1 shall be construed independently and no paragraph shall be limited by implications arising from any other paragraph.

2. Extent of Indemnity

The indemnity in paragraph 1 of this Schedule 5 does not extend to and shall not be deemed to be an indemnity against Losses suffered by, or Claims made against, an Indemnified Party to the extent that those Losses or Claims resulted from:



- (a) any fraud, recklessness, wilful misconduct or negligence of that Indemnified Party;
- (b) any penalty or fine which that Indemnified Party is required to pay for any contravention by it of the Corporations Act;
- (c) any amount in respect of which this indemnity would be illegal, void or unenforceable under any law; or
- (d) a material breach of this agreement by that Indemnified Party, other than a material breach which:
 - (i) is caused or induced by Westpac or any of its directors, employees or advisers; or
 - (ii) is caused by reliance by a Joint Lead Manager on information contained in the Offer Document or Offer Material or other information provided to it by or on behalf of Westpac; or
 - (iii) arises as a consequence of reliance by a Joint Lead Manager on a representation or warranty given by a third party to it:
 - (A) in connection with the Due Diligence Program for the Offer; or
 - (B) in a Bookbuild Application received from a Bookbuild investor in connection with the Offer.

3. **Notice**

If a Joint Lead Manager becomes aware of any matter in respect of which an Indemnified Party wishes to claim for indemnification under the indemnity contained in this Schedule 5, the Joint Lead Manager must promptly notify Westpac of the substance of that matter.

4. **Failure to Notify**

The failure of a Joint Lead Manager to notify Westpac pursuant to paragraph 3 of this Schedule 5 shall not release Westpac from any obligation or liability which it may have pursuant to this agreement except that such liability shall be reduced in relation to that Joint Lead Manager to the extent to which the amount the subject of the indemnity under paragraph 1 of this Schedule 5 has increased, as a result of the failure to so notify.

5. **Benefits of Indemnity**

Each Indemnified Party, whether or not a party to this agreement, shall be entitled to the benefit of the provisions in this Schedule 5 and these provisions may be enforced on that Indemnified Party's behalf by its associated Joint Lead Manager.

6. **Preservation of Rights**

Subject to paragraph 2 of this Schedule 5, the rights of an Indemnified Party under this agreement shall not in any way be prejudiced or affected by:

- (a) any approval given by that party in relation to the Offer Document, the Announcement Material or any presentation, announcement, advertisement or publicity made or distributed in relation to the Offer



with the prior approval of Westpac (whether before or after the Lodgement Date) (collectively the **Offer Material**);

- (b) any consent to be named in the Offer Material;
- (c) any knowledge (actual or constructive) acquired by the Indemnified Party after the date of this agreement of any failure by Westpac to perform or observe any of their obligations under this agreement;
- (d) termination by the Joint Lead Manager of its obligations to manage the Offer under clause 8 of this agreement;
- (e) any inaccuracy in any representation or warranty made by Westpac under this agreement; or
- (f) any other fact, matter or thing which might otherwise constitute a waiver of or in any way prejudice or affect any right of an Indemnified Party.

7. Westpac Entitled to Defend or Institute Proceedings

In respect of an Indemnified Claim, Westpac shall, subject to paragraphs 10, 11 and 12 of this Schedule 5, be entitled to defend the Indemnified Claim or institute such legal or other proceedings in the name of any of the Indemnified Parties and conduct the same under the sole management and control of Westpac, as the case may be. Westpac must diligently pursue any defence it conducts or any proceedings it takes under this Schedule 5 and must consult with and keep the Joint Lead Managers and any relevant Indemnified Party informed of the progress of the defence or the prosecution of such proceedings.

8. Separate Representation

Notwithstanding paragraph 7 of this Schedule 5, where Westpac is conducting a defence of an Indemnified Claim or proceedings in respect of an Indemnified Claim in the name of an Indemnified Party, the Indemnified Party may engage its own legal or other representation and participate in those proceedings but any reasonable expenses incurred by it in relation to those proceedings shall only be borne by Westpac to the extent that those expenses are:

- (a) incurred prior to Westpac taking over conduct of that proceeding; or
- (b) incurred with the prior written authority of Westpac.

9. Obligations of Indemnified Parties

The Indemnified Parties, subject only to paragraph 10 of this Schedule 5, must:

- (a) take such reasonable action as Westpac requests to avoid, dispute, resist, appeal, compromise or defend any Indemnified Claim in respect of it;
- (b) not settle any Indemnified Claim without the prior written consent of Westpac (such consent not to be unreasonably withheld);
- (c) render all reasonable assistance and co-operation to Westpac in the conduct of any legal or other proceedings in respect of an Indemnified Claim;
- (d) do anything reasonably necessary or desirable to ensure that Westpac is subrogated to and enjoys the benefit of the rights of the Indemnified Parties in relation to any cross-claims,



and the indemnity in this Schedule 5 will not extend to an Indemnified Party, subject to paragraph 10 of this Schedule 5, to the extent that any additional Loss is caused by that Indemnified Party failing to comply with the terms of this paragraph 9, in excess of the Losses that would otherwise be the subject of the indemnity in this Schedule 5.

The Joint Lead Managers shall be under no obligation to Westpac in respect of a failure by another Indemnified Party to observe the provisions of this paragraph 9 of this Schedule 5.

10. **Conditions Precedent to Indemnified Parties' Obligations**

The Indemnified Parties are under no obligation under paragraph 9 of this Schedule 5 unless at the time Westpac requests any of the Indemnified Parties to take any action:

- (a) Westpac agrees to indemnify the Indemnified Parties against all Loss incurred by the Indemnified Parties in taking the action required, as and when such Loss falls due, including legal costs and disbursements of its lawyers on a full indemnity basis and the reasonable cost of any involvement of any officers of the Joint Lead Managers; and
- (b) the taking of that action would not, in the reasonable opinion of the Joint Lead Managers, lead to a material risk of damage to an Indemnified Party's reputation or standing.

11. **No Settlement without Consent**

Westpac must not (without the prior written consent of the Joint Lead Managers, not to be unreasonably withheld) settle, compromise or consent to the entry of any judgement in relation to any Indemnified Claim unless:

- (a) such settlement, compromise or consent does not include a statement or omission that an Indemnified Party is or was at fault or culpable, failed to act or contravened any applicable law; and
- (b) Westpac obtains an unconditional release of each Indemnified Party from all liabilities arising out of such Indemnified Claim.

12. **Right to Reassume Control of Proceedings**

An Indemnified Party has a right at any time to reassume any legal or other proceedings defended or instituted by Westpac in the name of the Indemnified Party as contemplated by paragraph 7 of this Schedule 5 (Reassumed Claim). If an Indemnified Party does this:

- (a) it will have the right to conduct the same under its sole management and control and will have absolute discretion with regards to the conduct of those proceedings including any decision to settle, compromise or consent to the entry of any judgment in relation to any Reassumed Claim the subject of those proceedings but, in doing so, will act reasonably and consult with and take account of the views of Westpac so far as is reasonably possible; and
- (b) Westpac will not be bound by the terms of any settlement or compromise and the indemnity given by Westpac under this Schedule 5 shall not apply in respect of the Reassumed Claim.



13. **Contractual Contribution**

If for any reason the indemnities contained in this Schedule 5 are unavailable or insufficient to hold harmless any Indemnified Party against any Indemnified Claim (other than as a result of the operation of paragraph 2 of this Schedule 5) then Westpac agrees to contribute to the relevant Indemnified Claim in accordance with paragraphs 14 to 18 of this Schedule 5 in all cases to the maximum extent allowed by law.

14. **Proportional Contribution**

The respective proportional contribution of Westpac (on the one hand) and the Indemnified Parties (on the other hand) in relation to an Indemnified Claim will be as agreed by Westpac and the Indemnified Parties (and failing agreement as determined by a court of competent jurisdiction) having regard to the participation in, instigation of, or other involvement of Westpac on the one hand (in relation to the proportional contribution of Westpac) and the Indemnified Parties on the other hand (in relation to the proportional contribution of the Indemnified Parties) in the act complained of. Without limiting the generality of this Schedule 5, regard must be had to the Indemnified Parties' and Westpac's relative intent, knowledge, access to information and opportunity to correct any untrue statement or omission.

15. **No Excess Contribution**

Westpac agrees with the Indemnified Parties that in no event will an Indemnified Party be required to contribute under paragraph 14 of this Schedule 5 to any Indemnified Claim an aggregate amount that exceeds the commission and fees paid to its associated Joint Lead Manager under this agreement.

16. **Right to Reimbursement by Westpac**

If an Indemnified Party pays an amount in relation to an Indemnified Claim where it is entitled to contribution from Westpac under this Schedule 5, Westpac agrees to promptly reimburse the Indemnified Party for that amount.

17. **Right to Reimbursement by the Indemnified Party**

If Westpac pays an amount in relation to an Indemnified Claim where it is entitled to contribution from an Indemnified Party under this Schedule 5, the Joint Lead Managers agree to promptly reimburse Westpac for that amount.

18. **No Claims Against Indemnified Parties**

Westpac agrees that no Claims may be made by it or any of its related bodies corporate or trusts against the Indemnified Parties and Westpac (on behalf of itself and each of its related bodies corporate and trusts) unconditionally and irrevocably releases and discharges each Indemnified Party from any Claim that may be made by it to recover from any Indemnified Party any Losses incurred or sustained by Westpac or any of its related bodies corporate or trusts arising directly or indirectly as a result of the participation of that Indemnified Party in the preparation of the Offer Document or in relation to the making of the Offer, except to the extent that those Losses have arisen from:

- (a) any fraud, recklessness, wilful misconduct or negligence of that Indemnified Party;
- (b) a material breach of this agreement by that Indemnified Party, other than a material breach which:



- (i) is caused or induced by Westpac or any of its directors, employees or advisers;
- (ii) is caused by reliance by a Joint Lead Manager on information contained in the Offer Document or Offer Material or other information provided to it by or on behalf of Westpac; or
- (iii) arises as a consequence of reliance by a Joint Lead Manager on a representation or warranty given by a third party to it:
 - (A) in connection with the Due Diligence Program for the Offer; or
 - (B) in a Bookbuild Application received from a Bookbuild investor in connection with the Offer.



Schedule 6

Termination Events (clause 8)

Part 1

- (a) **(market fall during bookbuild)** A Relevant Index is at any time before the end of the Bookbuild Closing Date at a level which is 10% or more below the Starting Level (provided the right to terminate based on this termination event may only be exercised before the commencement of trading on ASX on the Institutional Offer Trade Date).
- (b) **(ASIC stop order):**
- (i) ASIC gives notice of an intention to hold a hearing or issues an order under section 739(2) of the Corporations Act or an interim order under section 739(3) of the Corporations Act or ASIC applies for an order under sections 1324B or 1325 of the Corporations Act in relation to the Offer or the Offer Document or gives notice of an intention to prosecute Westpac or any of its directors, in each case where the relevant order, notice or application has not become public and is not withdrawn by the date that is the earlier of:
 - (A) 3 Business Days after the notice or order is given; or
 - (B) 6.00pm on the Business Day immediately preceding the Securityholder Sale Date (or in relation to a notice of termination given before the commencement of trading on ASX on the Institutional Offer Trade Date, 6.00pm on the Bookbuild Closing Date); or
 - (ii) an application is made by ASIC for an order under Part 9.5 of the Corporations Act in relation to the Offer or the Offer Document or ASIC commences any investigation or hearing under Part 3 of the *Australian Securities and Investments Commission Act 1989* (Cth) in relation to the Offer or the Offer Document, except where the existence of the application, investigation or hearing has not become publicly available and it has been withdrawn by the date that is the earlier of:
 - (A) 6.00pm on the Business Day immediately preceding the Securityholder Sale Date (or in relation to a notice of termination given before the commencement of trading on ASX on the Institutional Offer Trade Date, 6.00pm on the Bookbuild Closing Date); and
 - (B) the date that is 3 Business Days after the investigation or hearing is commenced.
- (c) **(Supplementary Offer Document)** A Supplementary Offer Document is, in the reasonable opinion of the Joint Lead Managers, required under section 719(1) of the Corporations Act.
- (d) **(ASX actions)** ASX does any of the following:
- (1) announces that BTT will be removed from the official list of ASX or ordinary securities in BTT will be suspended from quotation;



- (2) removes BTT from the official list; or
- (3) suspends trading in the Shares on ASX for more than two Business Days or at the close of trading on the last trading day prior to the Institutional Settlement Date.
- (e) **(consent)** If any person (other than a Joint Lead Manager) having previously consented to the inclusion of their name in the Offer Document or to be named in the Offer Document withdraws such consent.
- (f) **(Certificate)** A Certificate which is required to be furnished by Westpac under this agreement is not furnished when required or a statement in that Certificate is untrue, incorrect or misleading in a material respect.
- (g) **(Timetable)** Any event specified in the Timetable in relation to the Institutional Offer is delayed without the prior written approval of the Joint Lead Managers.
- (h) **(Timetable)** Any event specified in the Timetable in relation to the Securityholder Offer is delayed for more than five Business Days without the prior written approval of the Joint Lead Managers.
- (i) **(withdrawal)** Westpac withdraws the Offer Document, any Supplementary Offer Document or the Offer.
- (j) **(disclosures in Due Diligence Report)** The Due Diligence Report or any other information supplied by or, with Westpac's prior consent, on behalf of Westpac to the Joint Lead Managers in relation to the Group or the Offer is misleading or deceptive in a material respect.
- (k) **(unauthorised alterations)** Without the prior written consent of the Joint Lead Managers, which consent shall not be unreasonably withheld or delayed, BTT materially alters its share capital or its constitution.
- (l) **(misrepresentation)** A representation or warranty made or given or deemed by clause 3.6 to have been made or given by Westpac under paragraphs (o), (p) or (q) of Part 2 of Schedule 4 of this agreement proves to be, or has been, or becomes, untrue or incorrect.



Part 2

- (a) **(misrepresentation)** A representation or warranty made or given or deemed by clause 3.6 to have been made or given by Westpac under this agreement (other than under paragraphs (o), (p) or (q) of Part 2 of Schedule 4) proves to be, or has been, or becomes, untrue or incorrect.
- (b) **(change in law)** There is introduced into the Parliament of the Commonwealth of Australia or any State or Territory of Australia a law or any new regulation is made under any law, or a Government Agency adopts a policy, or there is any official announcement on behalf of the Government of the Commonwealth of Australia or any State or Territory of Australia or a Government Agency that such a law or regulation will be introduced or policy adopted (as the case may be).
- (c) **(compliance)** A contravention by BTT of any provision of its constitution, the Corporations Act, the Listing Rules or any other requirement of the ASX or any other applicable law (other than to the extent that compliance with any applicable law has been waived, or an exemption granted, by ASX or a Government Agency having authority to do so).
- (d) **(breach)** Westpac fails to perform or observe any of its obligations under this agreement.
- (e) **(Offer Document)** The Offer Document omits any material required by the Corporations Act, contains a statement which is misleading or deceptive or otherwise fails to comply with the Corporations Act .
- (f) **(trading in securities generally on ASX, NYSE or LSE)** There is a suspension or material limitation in trading of securities generally quoted on ASX, NYSE or LSE:
- (4) on or before the Institutional Offer Trade Date; or
 - (5) that continues for more than two days on which the relevant exchange is open for trading.
- (g) **(banking moratorium)** A general moratorium on commercial banking activities in Australia, the United Kingdom or the United States of America is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries.
- (h) **(hostilities)** Hostilities not presently existing commence (whether war has been declared or not) or a major escalation in existing hostilities occurs (whether war has been declared or not) involving any one or more of Australia, New Zealand, the United States of America, the United Kingdom, Japan or the People's Republic of China, or a national emergency is declared by any of those countries, or a major terrorist act is perpetrated on any of those countries or any diplomatic, military, commercial or political establishment of any of those countries elsewhere in the world.
- (i) **(Director)** A director of BTT:
- (i) is charged with an indictable offence relating to any financial or corporate matter or any regulatory body commences any public action against the director in his or her capacity as a director of BTT or announces that it intends to take any such action; or
 - (ii) is disqualified from managing a corporation under sections 206B, 206C, 206D, 206E, 206F or 206G of the Corporations Act.



- (j) **(adverse change)** There is an adverse change in the assets, liabilities, financial position or prospects of BTT or the Group (in so far as the position in relation to any entity in the Group affects the overall position of BTT), including any adverse change in the assets, liabilities, financial position or performance, profits, losses or prospects of the Group from those respectively disclosed in:
- (i) the Offer Document;
 - (ii) any other public statements, announcements, advertisements, presentations, roadshow or other materials made by Westpac or on behalf of Westpac with Westpac's prior consent, in connection with the Offer.



HERBERT
SMITH
FREEHILLS

Signing page


Executed as an agreement

Westpac

Signed for
Westpac Banking Corporation
by its attorneys

sign here ▶

Attorney

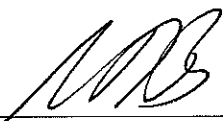

Jonathan Apandowitz
Tier One Attorney

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Attorney

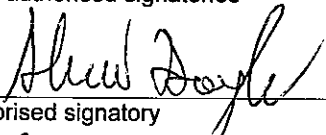
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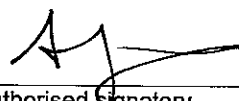

Nigel Bend



UBS

Signed for
UBS AG, Australia Branch
by its authorised signatories

sign here ► 
Authorised signatory
print name SHANE DOYLE

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Authorised signatory
print name ANDREW STEVENS

Macquarie

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Macquarie Capital (Australia) Limited
by its authorised signatories

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Signing page

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Macquarie

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Macquarie Capital (Australia) Limited
by its authorised signatories

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Authorised signatory

print name PETER APPLEYARD.

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Authorised signatory

print name Georgina Lalor