



MACQUARIE

Dividend Reinvestment Plan

Plan Rules

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1. Interpretation

1.1 Definitions

The following words have these meanings in these Rules, unless the contrary intention appears:

Allocation means the issue of Shares to a Participant under the Plan or the transfer of Shares acquired for the purposes of the Plan to a Participant, as the case may be. “**Allocate**” and “**Allocated**” have a corresponding meaning.

Allocation Price is the Market Value in relation to the relevant Dividend less such discount, if any, not exceeding 5%, as determined by the Directors from time to time.

ASX means ASX Limited (ABN 98 008 624 691) or the market operated by it as the context requires.

ASX Listing Rules means the official listing rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the official list of ASX, each as amended or replaced from time to time except to the extent of any express written waiver by ASX.

Business Day has the same meaning as that term is defined in the ASX Listing Rules.

Company means Macquarie Group Limited (ABN 94 122 169 279).

Directors means the Voting Directors acting as a board or any duly appointed committee of the board.

Dividend means a cash dividend or cash component of a dividend in respect of Shares paid by the Company.

Election Date means the business day following the Record Date for the relevant Dividend.

Eligible Member means a person registered as the holder of Shares other than a person whose participation, or to whom the making of an offer or invitation to participate, in the Plan would, in the reasonable opinion of the Directors, be unlawful, impractical, impossible, would require the issue of a prospectus under foreign law or would have an adverse effect on the regulatory approvals of licences which the Company holds or for which it intends to apply.

Market Value in relation to a Dividend means:

- a) the amount which is the arithmetic average of the daily volume weighted average market price of all Shares sold through a Normal Trade on the ASX automated trading system during the Pricing Period; or
- b) if, at the absolute discretion of the Voting Directors, the amount calculated in (a) above is not considered to represent the then fair market value of Shares, the amount determined by the Voting Directors as the then fair market value of Shares.

The Market Value will be calculated by the Directors or a person nominated by the Directors, by reference to any information the Directors or the person nominated by the Directors approves for the purpose. A determination by the Directors or a person nominated by the Directors of the price binds all Participants.

Normal Trade means all trades excluding trades defined in the ASX Market Rules as “Special Crossings”, crossings prior to the commencement of normal trading or during the closing phase or after hours adjustment phase, any overseas trades, trades pursuant to the exercise of options over Shares, overnight crossings and any other trade determined by the Directors in their discretion to not be reflective of normal trading in Shares.

Notice of Dividend Election means the application to participate in the Plan in respect of a particular shareholding account in the form that the Directors from time to time approve.

Notice of Variation means a notice in the form that the Directors from time to time approve for a Participant to increase or decrease the number of the Participant’s Plan Shares.

Participant means an Eligible Member whose application to participate in the Plan in respect of a particular shareholding account has been accepted by the Directors.

Plan means the Macquarie Group Limited Dividend Reinvestment Plan, the terms of which are set out in these Rules.

Plan Shares means the Shares in a particular shareholding account which are designated by a Participant as Shares the Dividend on which is to be applied to acquire Shares under the Plan.

Pricing Period means in respect of a Dividend the period comprising the number of Business Days as determined by the Directors from time to time, commencing by the fourth Business Day after the Election Date for that Dividend and ending no later than five Business Days prior to the payment date for that Dividend.

Record Date has the same meaning as that term is defined in the ASX Listing Rules.

Rules means these rules as amended from time to time.

Shares means fully paid ordinary shares in the capital of the Company.

Voting Directors has the same meaning given in the constitution of the Company as amended or repealed from time to time.

1.2 References to certain general terms

A reference to a person includes a corporation and the singular includes the plural and vice versa.

2. The Plan

The Plan and these Rules will commence operation on such a date as the Directors in their sole discretion determine.

3. Invitations and applications to participate in the Plan

3.1 Invitations

The Company may from time to time invite Eligible Members to participate in the Plan.

3.2 No transfer

Participation in the Plan is optional and not transferable.

3.3 Notice of Dividend Election

- a) An Eligible Member who wishes to participate in the Plan may only apply for participation in the Plan by lodging a Notice of Dividend Election with the Company.
- b) A Notice of Dividend Election must be properly completed in accordance with the instructions contained therein for it to be valid.

3.4 Multiple shareholding accounts

A Notice of Dividend Election must be lodged for each shareholding account which the Eligible Member wishes to participate in the Plan, and each shareholding account of an Eligible Member will be treated separately for all purposes under the Plan.

4. Degree of participation

4.1 Participation

An Eligible Member must specify on the Notice of Dividend Election the degree to which the Eligible Member wishes to participate in the Plan in respect of the nominated shareholding account. Participation may be either:

- a) full participation for all the Participant's Shares from time to time however acquired (including Shares acquired under the Plan); or
- b) partial participation for a specific number of Shares nominated by the Participant together with the Shares acquired under the Plan and any bonus shares issued in respect of Plan Shares. However, if as at the Record Date for a Dividend, the number of the Shares held by the Participant is fewer than the nominated number, then the Plan will apply only to that lesser number for that Dividend.

4.2 Limited Participation

Notwithstanding Rule 3.1, the Directors may at any time with written notice to Eligible Members limit participation in the Plan by limiting the amount of a Dividend which may be reinvested under the Plan.

4.3 Application taken to be for full participation

Notices of Dividend Election received by the Company which do not include the degree of participation in the Plan will, without notice to the applicant, be deemed to be an application for full participation in the Plan.

5. Acceptance of Applications

5.1 Directors' Discretion

The Directors may in their absolute discretion accept or refuse any Notice of Dividend Election, without being bound to give any reason for doing so.

5.2 Rejection of Notice of Dividend Election

If the Directors refuse to accept a Notice of Dividend Election pursuant to Rule 5.1, the Company must notify the Eligible Member as soon as practicable that the Notice of Dividend Election has been rejected.

5.3 Effectiveness of Notice of Dividend Election

Each Notice of Dividend Election accepted by the Directors will be effective in respect of:

- a) the first Dividend payment after receipt of the Notice of Dividend Election, provided it is received no later than 5.00pm (Sydney time) on the Election Date for that Dividend; and
- b) every Dividend thereafter, unless superseded by a later Notice of Variation or by termination or the Participant's participation in the Plan, or the Plan has been suspended or terminated.

5.4 Records

The Company will record for each shareholding account of each Participant particulars of:

- a) the name and address of the Participant; and
- b) the number of Plan Shares held by the Participant from time to time,

and the Company's records will be conclusive evidence of the matters so recorded.

6. Reinvestment of Dividends

6.1 Reinvestment

Dividends on Plan Shares will be applied by the Company on the Participant's behalf in acquiring Shares. Any Dividends on Plan Shares which the Company is entitled to retain under its constitution or otherwise will not be available for acquiring Shares. If withholding tax is payable in respect of a Dividend, that tax will be deducted and only the balance will be applied in acquiring Shares.

6.2 Shares may be issued or transferred

The Directors may determine whether to Allocate Shares by issuing new Shares to a Participant or by transferring Shares to a Participant, or a combination of both, to satisfy the obligations of the Company under these Rules.

6.3 Plan Accounts

The Company will establish and maintain a Plan account for each shareholding account of each Participant. At the time of each Dividend payment, the Company will:

- a) determine the Dividend payable in respect of the Plan Shares;
- b) determine (where applicable) the Australian withholding tax deductible by the Company in respect of the Dividend, and any other sum the Company is entitled to retain in respect of the Plan Shares;
- c) credit the amount in (a) above and debit any amount in (b) above to the Participant's Plan account;
- d) determine the maximum whole number of Shares which can be acquired under these Rules by using the amount in the Participant's Plan account;
- e) Allocate Shares to the Participant and debit the Allocation Price against the balance in the Participant's Plan account; and
- f) carry forward any residual positive balance.

6.4 Calculation of entitlement

The number of Shares Allocated to each Participant will be the whole number equal to, or when not a whole number, the nearest whole number below the number calculated by the formula:

$$\frac{D - T + R}{I}$$

where:

D is the Dividend payable on the Participant's Plan Shares as at the Record Date for that Dividend;

T is any withholding tax or other sum the Company is entitled to retain in relation to the Dividend or the Plan Shares;

R is the residual positive balance carried forward in the Participant's Plan account'

I is the Allocation Price.

Shares will not be Allocated under the Plan if the Allocation would breach any provision of any applicable law.

6.5 Residual positive balance

If the number of Shares Allocated under the Plan to any Participant is the nearest whole number below the number determined in accordance with Rule 6.4, then the difference between the positive balance of the

Participant's Plan account (before Allocation) and the total subscription amount for those Shares will be recorded as a residual positive balance in the Participant's Plan account and will be carried forward to the next Dividend. No interest will accrue in respect of residual positive balances. If the Participant's participation in the Plan is terminated, any residual positive balance will be paid to the Participant in cash.

6.6 Statements

As soon as practicable after each Allocation of Shares under the Plan, the Company will send to each Participant, for each shareholding account for that Participant, a statement setting out:

- a) the number of the Participant's Plan Shares on the Record Date for the relevant Dividend;
- b) the Dividend payable in respect of that Participant's Plan Shares which has been applied towards acquiring additional Shares;
- c) the amount of any withholding tax or other sum the Company has retained in relation to the Dividend or the Plan Shares;
- d) the number, Allocation Price and Allocation date of additional Shares Allocated to that Participant under the Plan;
- e) the number of Shares (including Plan Shares) in respect of which that Participant is the registered holder after the Allocation; and
- f) the amount of the Participant's residual positive balance, if any.

6.7 Equal Ranking

All Shares Allocated under the Plan will from the date of Allocation rank equally in all respects with existing Shares.

6.8 Allocation of Shares

Shares to be Allocated under the Plan will be Allocated within the time required by ASX.

6.9 Registration of Shares

Shares Allocated to a Participant under the Plan will be registered:

- a) if the Plan Shares already held by the Participant are registered on one register – on that register; or
- b) if the Plan Shares already held by that Participant are registered on more than one register – on the register designated by that Participant or, in the absence of a designation, on the register selected by the Company.

6.10 Quotation on ASX

The Company will make application promptly after each Allocation of newly issued Shares under the Plan for quotation of those Shares on ASX, if other Shares of the Company are quoted at that time.

7. Variation or termination of participation

7.1 Notice of Variation

A Participant may, by lodging with the Company a Notice of Variation, increase or decrease the number of its Plan Shares or termination participation in the Plan. A Notice of Variation must be lodged for each shareholding account. To be effective for a forthcoming Dividend, the Notice of Variation must be received by the Company by no later than 5.00pm on the Election Date for that Dividend.

7.2 Participation taken to be terminated

If a Participant disposes of all the Participant's Shares without giving the Company a Notice of Variation and is not registered as a holder of any Shares when the Company's share register is next closed for payment of a Dividend, the Participant will be deemed to have terminated participation on the date when the Company last registered a transfer of the Participant's Shares.

7.3 Part disposal

When a Participant disposes of part of the holding of Shares of that Participant, and does not notify the Company otherwise, the Shares disposed of will, to the extent possible, be taken to be:

- a) first, Shares which are not Plan Shares; and
- b) secondly, Plan Shares.

8. Limit on participation

The Directors may at any time by notice in writing to Participants limit participation in the Plan by limiting the amount of a Dividend which may be reinvested under the Plan.

9. Modification, suspension, recommencement or termination of the Plan

9.1 Modification

The Plan may be modified by the Directors at any time after giving notice of the change in accordance with rule 13. A Participant's Plan Shares continue to participate in the modified Plan unless the Company is notified to the contrary by the Participant.

9.2 Suspension, recommencement or termination

The Plan may be suspended, recommenced or terminated by the Directors at any time after giving notice of the change in accordance with rule 13.

9.3 Effective date

The suspension, recommencement or termination will be effective:

- a) on the date determined by the Directors and notified in accordance with rule 13; and
- b) until such time as the Directors resolve either to recommence or terminate the Plan.

9.4 No Dividends during suspension

While the Plan is suspended, Dividends on Plan Shares will not be applied by the Directors on the Participant's behalf in acquiring Shares.

9.5 Omission or non-receipt of notice

The accidental omission to give notice of modification, suspension, recommencement or termination to any Participant or the non-receipt of any notice by any Participant will not invalidate the modification, suspension, recommencement or termination of the Plan.

10. Administration of the Plan

This Plan will be administered by the Directors who have the power to:

- a) determine procedures for administration of the Plan consistent with the Rules;
- b) settle in such manner as they think expedient any difficulties, anomalies or disputes which may arise in connection with, or by reason of, the operation of the Plan, whether generally or in relation to any Participant or any Shares and the determination of the Directors is to be conclusive and binding on all Participants and other persons to whom the determination relates; and
- c) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions arising under the Plan.

11. Participants to be bound

Participants are at all times bound by the Rules of the Plan as modified from time to time.

12. Costs to Participants

No brokerage, commission or other transaction costs will be payable by Participants in respect of Shares Allocated under the Plan. However the Company does not assume liability for any taxes or other imposts assessed against or imposed on a participant.

13. Notices

Except to the extent that these Rules expressly provide otherwise, the Company may provide notice under these Rules in any manner (including, but not limited to, by public announcement, advertisements in any newspapers circulating generally in Australia, notice on the Company's website, announcement to ASX or mailed written notices) which the Directors consider appropriate to bring the matter or event for which notice is required under these Rules to the notice of the Participants or Eligible Members, as the case may be, having regard to the nature of the event for which notice is being given.