

Macquarie Bank Limited

ABN 46 008 583 542

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Sydney NSW 2000
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Sydney NSW 1164
AUSTRALIA

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MACQUARIE

11 February 2020

The Manager

ASX Market Announcements Office
Australian Securities Exchange
20 Bridge Street
Sydney NSW 2000

Via ASX Online

Dear Sir or Madam

Macquarie Bank Limited (MBL) – Resale Notice

Please find enclosed a Resale Notice given by Macquarie Bank Limited (**MBL**) in respect of the A\$429 million Macquarie Bank Capital Notes. This document has been authorised for release by Alexander Harvey, Chief Financial Officer.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'Dennis Leong', written over the printed name.

Dennis Leong

Company Secretary

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF BCN HOLDERS. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD SEEK ADVICE FROM YOUR FINANCIAL ADVISER OR OTHER PROFESSIONAL ADVISOR.

Macquarie Bank Limited (ACN 008 583 542) (the “Issuer”)

Resale Notice

given in respect of the

A\$429,000,000 Macquarie Bank Capital Notes (ASX code: “MBPLA”) (the “BCN”)

11 February 2020

A. Resale of BCN to Nominated Party

This notice is a “Resale Notice” given in accordance with clause 8 (“Resale”) of the Terms.

Terms used and not otherwise defined in this Resale Notice have the meaning given to them in the Terms.

This Resale Notice is irrevocable (subject to the Terms).

The Issuer hereby gives notice to each BCN Holder that, in accordance with the Terms, the Issuer has:

- made an election to Resell all BCN on 24 March 2020 (the “**Resale Date**”); and
- appointed Citigroup Global Markets Australia Pty Limited (ACN 003 114 832) (not being a Related Entity of the Issuer) and any Permitted Successor as the “**Nominated Party**” for that Resale,

and accordingly, all BCN will be transferred to the Nominated Party at a purchase price per BCN equal to the Issue Price of that BCN (the “**Resale Price**”).

The Nominated Party on the date of this Resale Notice has undertaken for the benefit of each BCN Holder that it will acquire each BCN from the relevant BCN Holder at the Resale Price in accordance with the Deed of Undertaking made on or before the date of this Resale Notice, a copy of which is attached as “Attachment 1” to this Resale Notice.

The Issuer has obtained the approvals required from APRA under the Terms in respect of (1) the Resale and (2) the subsequent Redemption of the BCN in the hands of the Nominated Party.

In accordance with clause 10.2 (“Appointment of attorneys, agents and directions”) of the Terms, each BCN Holder has appointed the Issuer as its attorney to, among other things, sign any instrument of transfer necessary to give effect to the Resale.

B. Conditions to completion of Resale

The acquisition of the BCN by the Nominated Party is subject to and will be performed in accordance with the Terms.

This Resale Notice is irrevocable, except as provided by the Terms. Resale may not occur for a number of reasons, including:

- if an Automatic Exchange Event occurs;

- if the Nominated Party does not for any reason pay the Resale Price in full on the Resale Date;
- if APRA revokes its approval of the Resale; or
- if the BCN cannot for any reason be transferred.

If Resale does not occur, except where an Automatic Exchange Event occurs, the relevant BCN Holders will continue to hold their BCN in accordance with the Terms.

C. Trading and Transfer

The last date for trading in BCN is 11 March 2020. No transfer of BCN (other than the transfer to the Nominated Party pursuant to this Resale Notice) will be registered after 24 March 2020.

D. Payment and Completion of Resale

The Distribution in respect of BCN scheduled to be paid on 24 March 2020 will be paid by the Issuer subject to and in accordance with the Terms.

Payment of the aggregate Resale Price of all BCN will be made by or on behalf of the Nominated Party to the BCN Holders in exchange for the transfer of the BCN to the Nominated Party. The Issuer on behalf of the BCN Holders will execute and deliver an instrument of transfer of the BCN to the Nominated Party.

The payment of the Resale Price will be on the same terms and conditions as a payment of the Redemption Price by the Issuer under clauses 7 ("Optional Redemption") and 11 ("Payments to Holders") of the Terms (as applicable).

E. Terms defined in this Resale Notice

"**BCN Deed Poll**" means the Macquarie Bank Capital Notes Deed Poll made by the Issuer dated 15 September 2014.

"**BCN Holder**" means a "Holder" as defined in the Terms.

"**Permitted Successor**" means an entity (not being a Related Entity of the Issuer) selected by the Issuer with the approval of APRA and which the Issuer has named in an announcement on ASX as having succeeded to and assumed the obligations of the person named in this notice as Nominated Party in connection with the Resale of the BCN in place of that person.

"**Terms**" means the terms and conditions of the BCN as set out in Schedule 1 to the BCN Deed Poll.

Macquarie Bank Limited (ACN 008 583 542)

Attachment 1 – Deed of Undertaking

Deed of Undertaking

relating to the resale of the A\$429,000,000 Macquarie Bank Capital Notes (ASX code: "MBPLA") (the "**BCN**") issued by Macquarie Bank Limited (ACN 008 583 542) in respect of which Citigroup Global Markets Australia Pty Limited (ACN 003 114 832) was appointed as the Nominated Party (the "**Nominated Party**")

Dated 11th February 2020

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600 Bourke Street
Melbourne Vic 3000
Australia
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DX 101 Melbourne
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Deed of Undertaking

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Deed of Undertaking

Details

Parties	Nominated Party	
Nominated Party	Name	Citigroup Global Markets Australia Pty Limited
	ACN	003 114 832
In favour of	The BCN Holders	
Date of Deed	11 February 2020	

Deed of Undertaking

General terms

1 Interpretation

1.1 Definitions

All terms and expressions which have defined meanings in the Terms (as defined below) have the same meanings in this Deed except where the context requires otherwise or unless otherwise stated. In addition, the following words have these meanings:

Appointment Agreement means the nominated party appointment agreement in respect of the Resale of the BCN entered into between the Issuer and the Nominated Party on or about the date of this Deed.

BCN has the meaning given in the Terms.

BCN Deed Poll means the Macquarie Bank Capital Notes Deed Poll made by the Issuer dated 15 September 2014.

BCN Holder means a "Holder" as defined in the Terms.

Details means the section of this Deed headed "Details".

Funding Amount has the meaning given in the Appointment Agreement.

Issuer means Macquarie Bank Limited (ACN 008 583 542).

Nominated Account has the meaning given in the Appointment Agreement.

Nominated Party means the person described as such in the Details.

Resale Notice means the "Resale Notice" given by the Issuer on or about the date of this Deed in accordance with clause 8 ("Resale") of the Terms.

Terms means the terms and conditions of the BCN as set out in Schedule 1 to the BCN Deed Poll.

1.2 Contrary Interpretation

Unless otherwise specified or the contrary intention appears:

- (a) headings (including those in brackets at the beginning of paragraphs) are inserted for convenience and do not affect the interpretation of this Deed;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, ordinance, directive, code or law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them and references to law includes statutes, ordinances, codes, directives or common law and principles of equity having general application;

- (d) a reference to a party to an agreement, deed, authority or other instrument includes a reference to any successor, replacement, assignee, substitute or addition of the party according to that agreement, deed, authority or instrument; and
- (e) a reference to an agreement, deed or other instrument includes a reference to that agreement, deed or instrument as amended, modified, added to or restated from time to time.

1.3 Reference to successor

A reference to the Nominated Party includes any Permitted Successor (as defined in the Resale Notice) appointed as contemplated by the Resale Notice which accedes to this deed on terms that it assumes all obligations (present and future) of the Nominated Party.

2 Undertaking to acquire BCN

2.1 Undertaking to acquire BCN

Subject to clause 2.3, the Nominated Party undertakes for the purpose of clause 8 ("Resale") of the Terms that all BCN will be acquired in accordance with the Terms by the Nominated Party on the Resale Date for the Resale Price.

2.2 Payment against delivery

- (a) Subject to paragraphs (b) and (c) below, payment of the Resale Price will be made in accordance with the Resale Notice.
- (b) The Nominated Party's obligations under paragraph (a) will be satisfied by the crediting of the Funding Amount to the Nominated Accounts by the Issuer in accordance with the Appointment Agreement.
- (c) The Nominated Party has no liability under this Deed to distribute funds directly to BCN Holders, and the Registrar and the Issuer will be solely responsible for the payment of funds to each BCN Holder from the Nominated Accounts (and the Nominated Party will have no liability for any delay or failure by the Registrar or the Issuer to apply the funds from the Nominated Accounts).

2.3 Condition precedent to obligations

The obligations of the Nominated Party provided for in clause 2 of this Deed are conditional upon the Issuer:

- (a) giving the Resale Notice; and
- (b) providing the Funding Amount to the Nominated Party in immediately available funds in accordance with the Appointment Agreement.

2.4 Termination

The obligations of the Nominated Party to acquire a BCN terminate if:

- (a) the Resale Notice becomes void under clause 8.6 ("Nominated Party not completing") of the Terms; or
- (b) the Resale of a BCN does not occur for any reason specified in the Resale Notice.

3 Benefit of Deed

3.1 Deed poll

This Deed takes effect as a deed poll for the benefit of the BCN Holders from time to time.

3.2 Assignment

No BCN Holder is entitled to assign or transfer all or any of its rights, benefits and obligations under this Deed separate from its BCN.

4 Governing law and submission to jurisdiction

The law in force in New South Wales governs this Deed. The Nominated Party submits to the non-exclusive jurisdiction of the courts of that place.

EXECUTED as a deed poll

Deed of Undertaking

Signing page

EXECUTED by CITIGROUP GLOBAL
MARKETS AUSTRALIA PTY LIMITED
in accordance with section 127(1) of
the Corporations Act 2001 (Cth) by
authority of its directors:


.....
Signature of director

LUKE RANDALL
.....
Name of director (block letters)


.....
Signature of director/company
secretary*

*delete whichever is not applicable

MICHAEL FORDE
.....
Name of director/company secretary*
(block letters) 100220DR
*delete whichever is not applicable