

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To: Company Name/Scheme oOh!Media Ltd OML.AX
ABN/ACN/ARSN 44 094 713 210

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: 30 September 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'	16,107,145	16,107,145	10.74%

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 SECURITIES (AUSTRALIA) LIMITED	Macquarie Securities (Australia) Limited in conjunction with its affiliates ("MSAL") entered into Block Agreements (see annexure C) on 30 September 2015 with entities listed in those agreements. Pursuant to section 608 of the Corporations Act and the terms of the Block Agreements, MSAL acquired a relevant interest in a maximum of 12,067,212 shares in oOh!Media Ltd ("OML") on execution of the Block Agreements. Under the Block Agreements, MSAL acted as facilitation agent of the sale of the shares, all of which shares have been sold. Macquarie Group Limited will file a ceasing to be a substantial shareholder notice following settlement of those shares.	12,067,212	FPO
MACQUARIE INVESTMENT MANAGEMENT LIMITED	Pursuant to section 608 of the Corporations Act	4,035,758	FPO
MACQUARIE LIFE LIMITED	Pursuant to section 608 of the Corporations Act	4,175	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 SECURITIES (AUSTRALIA) LIMITED	MACQUARIE SECURITIES (AUSTRALIA) LIMITED	MACQUARIE SECURITIES (AUSTRALIA) LIMITED	12,067,212	FPO
MACQUARIE INVESTMENT MANAGEMENT LIMITED	Bond Street Custodians Limited	Bond Street Custodians Limited	2,890,975	FPO
	National Nominees Limited	National Nominees Limited	727,247	FPO
	Citibank Melbourne	Citibank Melbourne	394,797	FPO
	HSBC Bank Australia Limited	HSBC Bank Australia Limited	22,739	FPO
MACQUARIE LIFE LIMITED	MACQUARIE LIFE LIMITED	MACQUARIE LIFE LIMITED	4,175	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 SECURITIES (AUSTRALIA)	Level 6, 50 Martin Place, Sydney, New South Wales, Australia 2000
MACQUARIE INVESTMENT MANAGEMENT	Level 6, 50 Martin Place, Sydney, New South Wales, Australia 2000
MACQUARIE LIFE LIMITED	Level 6, 50 Martin Place, Sydney, New South Wales, Australia 2000
Bond Street Custodians Limited	Level 6, 50 Martin Place, Sydney, New South Wales, Australia 2000
National Nominees Limited	5th Floor, 271 Collins St., Melbourne VIC 3000

Citibank Melbourne	Level 15, 120 Collins Street, Melbourne VIC 3000
HSBC Bank Australia Limited	Level 31 HSBC Centre, 580 George St, Sydney NSW 2000

Signature	
Print name <u>Dennis Leong</u>	Capacity <u>Company Secretary</u>
Sign here	Date <u>2 October 2015</u>

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
2 October 2015

Controlled Bodies Corporate

ACN / Company No	Entity Name	Incorp Country
133419708	160 CENTRAL HOLDING COMPANY PTY LIMITED (IN DEREGISTRATION)	Australia
657826-8	Macquarie Funding Holdings Canada Ltd.	Canada
6581935	Macquarie Funding Inc.	Canada
905313-1	Macquarie Capital Development Canada Ltd.	Canada
81119477	ALLOCA (NO. 4) PTY. LIMITED	Australia
0110-03-005067	GODO KAISHA ACMP2	Japan
0110-03-005141	GODO KAISHA ACMP3	Japan
136 024 970	A.C.N. 136 024 970 PTY LTD	Australia
154 402 927	A.C.N. 154 402 927 Pty Ltd	Australia
153 275 677	ACN 153 275 677 Pty Ltd	Australia
	Advantage Funding Commercial Capital Corp.	United States
	Advantage Funding Management Co., Inc.	United States
	Advantage Funding Receivables LLC	United States
	Advantage Funding Services LLC	United States
	Alster & Thames Partners (USA) LLC	United States
75295608	MACQUARIE SPECIALISED ASSET MANAGEMENT 2 LIMITED	Australia
20-3690322	AVENAL POWER CENTER, LLC	United States
WK-281267	AWAS 3 Limited	Cayman Islands
WK-285119	AWAS 39438 Limited	Cayman Islands
WK-286855	AWAS 39440 Limited	Cayman Islands
537804	AWAS 39437 Ireland Limited	Ireland
498680	Macquaire Aerospace Finance 4720-2 Limited	Ireland
996 790 827	Macquarie Aerospace Finance 4720 AS	Norway
508880	AWAS 5092 Ireland Limited	Ireland
266822	AWAS 5178 Limited	Cayman Islands
517127	AWAS 5315 Ireland Limited	Ireland
516215	AWAS 5403 Ireland Limited	Ireland
516216	AWAS 5466 Ireland Limited	Ireland
527101	AWAS 5673 Ireland Limited	Ireland
WK-27905	AWAS 5742 Limited	Cayman Islands
WK-280125	Macquarie Aerospace Finance 5773 Limited	Cayman Islands
WK-281265	AWAS 5822 Limited	Cayman Islands
WK-281268	AWAS 5857 Limited	Cayman Islands
8705337	AWAS 5857 UK Limited	United Kingdom
WK-281249	AWAS 5892 Limited	Cayman Islands
8704469	AWAS 5892 UK Limited	United Kingdom
WK-281316	AWAS 5951 Limited	Cayman Islands
8705352	AWAS 5951 UK Limited	United Kingdom
WK-281315	AWAS 5979 Limited	Cayman Islands
8704473	AWAS 5979 UK Limited	United Kingdom
WK-285115	AWAS 5996 Limited	Cayman Islands
WK-285274	AWAS 6025 Limited	Cayman Islands
539286	Macquarie Aerospace Finance 6039/6535 Limited	Ireland
541007	AWAS 6045 Ireland Limited	Ireland
541008	AWAS 6079 Ireland Limited	Ireland
541009	AWAS 6081 Ireland Limited	Ireland
WK-285849	AWAS 6113 Limited	Cayman Islands
8934030	AWAS 6113 UK Limited	United Kingdom
WK-285848	AWAS 6140 Limited	Cayman Islands
8934031	AWAS 6140 UK Limited	United Kingdom
504304	AWAS Ireland Leasing Seven Limited	Ireland
504303	AWAS Ireland Leasing Six Limited	Ireland
997 538 161 MVA	Macquarie Aerospace Finance 39429 AS	Norway
999184650 MVA	Macquarie Aerospace Finance 5773 AS	Norway
912 510 352 MVA	AWAS Norway 7 AS	Norway
556860-1602	AWAS (Sweden Three) AB	Sweden
7802517	Macquarie Aerospace Finance 5433 Limited	United Kingdom
4680004	BOSTON AUSTRALIA PTY LIMITED	Australia
9342577	Baltic Sea Offshore Holdco Limited	United Kingdom
9341564	Baltic Sea Offshore Investment Limited	United Kingdom
8604966	BELIKE NOMINEES PTY. LIMITED	Australia
	Bella Holdings LLC	United States

	Bella Property Owner LLC	United States
8302008	Berwick Solar Park Limited	United Kingdom
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
8538716	Branston Solar Park Limited	United Kingdom
95-2690571	BREK MANUFACTURING CO.	United States
1218745	BROOK ASSET MANAGEMENT LIMITED (IN LIQUIDATION)	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
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
4228146	Macquarie Financial Ltd./Financiere Macquarie Ltee.	Canada
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 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
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 Investments Management Company, LLC	United States
23-2601407	Delaware Management Trust Company	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 (Master), Ltd.	United States
13-3465338	Delaware Service Company, Inc.	United States
	Delaware Investments Real Estate Absolute Return Fund, L.P.	Cayman Islands
	DELTA1 FINANCE TRUST	Australia
8606871	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
46-1906107	Delaware Investments Fund Advisers	United States
46-5056965	Delaware Investments Fund Services Company	United States
083 158 614	DIVCO 22 PTY LIMITED	Australia
131476910	MACQUARIE AUSTRALIA INFRASTRUCTURE MANAGEMENT 2 PTY	Australia
FN 350922 m	Macquarie Investment Management Holdings (Austria) GmbH	Austria
293581	Elena Consortium Limited (Struck Off 30/09/2015)	Cayman Islands
8741661	Emberton Solar Park Limited	United Kingdom
SC234695	Energetics Design & Build Limited	United Kingdom
SC234694	Energetics Electricity Limited	United Kingdom
SC303150	Energetics Gas Limited	United Kingdom
SC455073	Energetics Holdco Limited	United Kingdom
SC455134	Energetics Midco Limited	United Kingdom
SC455074	Energetics Topco Limited	United Kingdom
SC293480	Energetics Networked Energy Ltd	United Kingdom
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 INVESTMENT MANAGEMENT GLOBAL 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
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
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
9699834	Fulfilment Services Limited	United Kingdom
30-0790149	GA - PTH, LLC	United States
54001400	GATESUN PTY. LIMITED	Australia
852138180	GGB inBalans B.V.	Netherlands
855154949	GGB inBalans Investco B.V.	Netherlands
9642942	GILLMAN PTY. LIMITED	Australia
0110-03-004802	GODO KAISHA ALPHA MEGA SOLAR PROJECT NO. 1	Japan
0110-03-004888	GODO KAISHA ALPHA MEGA SOLAR PROJECT NO. 2	Japan
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
8538726	Great Wilbraham Solar Park Limited	United Kingdom
	Harrison Leasing Corporation	United States
415492	HBEAR CO. NO.1 LIMITED (in voluntary liquidation)	Ireland
93752946	MACQUARIE FORESTRY SERVICES PTY LIMITED	Australia
125438600	HENDERSON WA PTY LIMITED	Australia
not registered	HENDERSON WA TRUST	Australia
559017	Hermes Infrastructure Investco Ireland GP Limited	Ireland
97666	Hydra Investments 2007 Limited	Jersey
20-5600465	High Lonesome Wind, LLC	United States
96705109	MACQUARIE CORPORATE HOLDINGS PTY LIMITED	Australia
603561360	HORIZON BROKER GROUP PTY LIMITED	Australia
104173891	HUB X 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
CR-113608	Jackson Leasing Limited	Cayman Islands
0100-01-107687	MACQUARIE ASSET FINANCE JAPAN LIMITED	Japan
0100-02-036303	JIG HOLDINGS LIMITED	Japan

464138	Juuchi Limited (in voluntary liquidation)	Ireland
CR-113609	Kearny Leasing Limited	Cayman Islands
20-5913622	Keba Energy LLC	United States
	KentuckyWired Operations Company, LLC	United States
	KentuckyWired Operations Holding Company, LLC	United States
9541115	Kingswood Mortgages 2015-1 Holdings Limited	United Kingdom
9541195	Kingswood Mortgages 2015-1 PLC	United Kingdom
61160558	MQ CAPITAL PTY LIMITED	Australia
56649800	L2 B.V.	Netherlands
140 135 379	LAKE GEORGE WIND FARM DEVELOPMENTS PTY LTD	Australia
91487384	Macquarie Global Bond Fund	Australia
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
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
388231	MACQUARIE CAPITAL (MEXICO), S.A. de C.V.	Mexico
F18440	MACQUARIE EMERGING MARKETS ASIAN TRADING PTE. LIMITED (HONG KONG BRANCH)	Hong Kong
401814	Macquarie Infrastructure and Real Assets México, S.A. de C.V.	Mexico
	MAC FUND ONE TRUST	Australia
388232	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
133001751	MACQUARIE I A RETURNS PTY LIMITED	Australia
	Macquarie Aerospace Finance US Holdings LLC	United States
	Macquarie Aerospace Finance US LLC	United States
9458807	Macquarie Aerospace Finance UK Limited	United Kingdom
9457141	Macquarie Aerospace Holdings UK Limited	United Kingdom
484423	Macquarie Aerospace Ireland Limited	Ireland
26-2103542	Macquarie Affiliated Managers Holdings (USA) Inc.	United States
27-1564084	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
26-2103542	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
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 (in members' voluntary liquidation)	United Arab Emirates
13-3789912	Macquarie Capital Funding LLC	United States
FC027878	Macquarie Corporate Holdings Pty Limited (UK Branch)	United Kingdom
798792-7	Macquarie Canada Inventory Holdings Limited	Canada
	Macquarie CAF Management LLC	United States
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
50019	Macquarie China Logistics Fund Limited	Bermuda
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
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 Physical Commodities, LLC	United States
	Macquarie Energia Brasil Ltda.	Brazil
935411-5	Macquarie Equipment Finance (Canada) Limited	Canada
475730	Macquarie Equipment Finance Services Limited	Ireland
8253764	Macquarie Equipment Finance (UK) Limited	United Kingdom
	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 China Logistics Management Limited	Hong Kong
6863285	Macquarie Factoring (UK) Limited	United Kingdom
6863307	Macquarie Aerospace Investments 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
HRB 98935	Macquarie Fonds GmbH	Germany
HRB 99628	Macquarie Fondsmanagement GmbH	Germany
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
5259497	Macquarie Global Investments (UK) Limited	United Kingdom
	Macquarie Global Services (USA) LLC	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
41471	MACQUARIE INVESTMENT MANAGEMENT (BERMUDA) LIMITED	Bermuda
9612439	Macquarie Investment Management Europe Limited	United Kingdom
604 942 127	MACQUARIE INVESTMENT MANAGEMENT HOLDINGS PTY LIMITED	Australia
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 (in voluntary strike off)	United Kingdom
4508971	MACQUARIE MICROSTAR HOLDINGS INC	United States
130225222	MACQUARIE MIRA FUND INVESTMENTS PTY LTD	Australia
	Macquarie Missouri Wind LLC	United States
	Macquarie MLH, LLC	United States
N/A	Macquarie New World Gaming Partnership	Canada
	Macquarie NG-KIH Holdings, LLC	United States
95135694	Macquarie NRAS Trust	Australia
BC0883591	NWG Canada Investments Ltd.	Canada
129 590 576	MACQUARIE OFFSHORE SERVICES PTY LTD	Australia
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
604 949 144	MACQUARIE SCT PTY LIMITED	Australia
11.988.470/001-21	Macquarie Servicos Agricolas Limitada	Brazil
728007-6	Macquarie Securities Financing Ltd (Canada)	Canada
27-3610899	Macquarie Services (USA) LLC	United States
45-4703789	Macquarie Sierra Investment Holdings Inc.	United States
46-2716036	Macquarie-PowerFin Solar, LLC	United States
605 013 741	AUSTRALIAN ENERGY CONSORTIUM PTY LTD	Australia
489855	Macquarie Structured Securities (Europe) Public Limited Company	Ireland
6855383	Macquarie FICC (UK) Limited	United Kingdom
200813631K	MACQUARIE COMMODITY MARKETS (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 (in voluntary liquidation)	Ireland
363803	MACQUARIE ELECTRONICS REMARKETING LIMITED (in voluntary	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 (in voluntary liquidation)	Ireland
368579	MACQUARIE AVIATION CAPITAL FINANCE LIMITED	Ireland
368580	Macquarie Corporate and Asset Finance (Ireland) Limited (in voluntary liquidation)	Ireland
115402349	MACQUARIE DIGITAL PTY LIMITED	Australia
199704430K	MACQUARIE CAPITAL (SINGAPORE) PTE. LIMITED	Singapore
13-4055193	MACQUARIE REAL ESTATE INC	United States
105777704	MACQUARIE CAPITAL ALLIANCE MANAGEMENT PTY LIMITED	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 (Dissolved 30/06/2015)	Malaysia
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	MACQUARIE INVESTMENT MANAGEMENT AUSTRALIA LIMITED	Australia
421234	Macquarie Equipment Finance Limited	Ireland
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 LLC	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
123199253	MACQUARIE CORPORATE 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 PTY 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
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
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 PTY 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 Infrastructure and Real Assets 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
	Macquarie US MPIP GP LLC	United States
	Macquarie US MPIP LP LLC	United States
45-2856257	Macquarie US Trading 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
603 363 220	MACQUARIE WORSLEY HOLDINGS PTY LIMITED	Australia
132 573 436	MACQUARIE FIEX INVESTMENT PTY LIMITED	Australia
213181	Macquarie Zhaopin Holdings Limited	Cayman Islands
	THE MACQUARIE TOPI40 INVESTMENT TRUST	South Africa
64219601	MACQUARIE ASSET FINANCE PTY LIMITED	Australia
	Macquarie Gas de Sonora S. de R.L de C.V.	Mexico
HRB 99629	Macquarie Vermögenstreuhand GmbH	Germany
8594885	MACQUARIE ACCEPTANCES PTY LIMITED	Australia
66690	MALL Partners I, LDC	Cayman Islands
86503	MALL Partners II Limited	Cayman Islands
CR-93169	MALL Partners III Limited	Cayman Islands
397181	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
509 298 634 RCS Paris	MASC (France) SARL	France
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 S/A	Brazil
363941	MC CAPITAL GROUP (in voluntary liquidation)	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
7	MIDF UK1 LLP	Guernsey
58972	MIDF UK1 GUERNSEY GP LIMITED	Guernsey
59027	MIDF UK1B 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
1802574	Macquarie International Limited	United Kingdom
38-3938360	MIP III (ECI) GP LLC	United States
46726	Macquarie Infrastructure Philippines Limited	Bermuda
6373185	Cheeryble Developments Limited	United Kingdom
3976881	Macquarie Infrastructure and Real Assets (Europe) Limited	United Kingdom
CL1804	Macquarie Infrastructure and Real Assets (Europe) Limited, DIFC Representative Office	United Arab Emirates
	Macquarie Infrastructure and Real Assets (Europe) Limited (Spain)	Spain
71745401	MACQUARIE INVESTMENT SERVICES LIMITED	Australia
0100-02-032951	MJL ACE LTD.	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 (in voluntary liquidation)	United Kingdom
8108607	Mornington Holding Limited	United Kingdom
82018399	MACQUARIE INFRASTRUCTURE AND REAL ASSETS HOLDINGS PTY LIMITED	Australia
451722	MPFI INVESTMENTS LIMITED (in voluntary liquidation)	Ireland
8499211	MPF Nominees Limited	United Kingdom
64904169	MACQUARIE PROPERTY (OBU) PTY LIMITED	Australia
82038328	MACQUARIE PRISM PTY LIMITED	Australia
N.A. (see note)	MQG Commodities (India) Private Limited (Delhi Branch office)	India
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
498271	Macquarie Aerospace Finance 4720-I Limited	Ireland
533279	MSN 5822-I Winter Limited	Ireland
539973	MSN 6025-I Spring Limited	Ireland
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
94-3346693	NORMAN ESTATES II, 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
	Oasis Holdings 1 Sarl	Luxembourg
	Oasis Holdings 2 Sarl	Luxembourg
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
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
	Pipeline Rehabilitation No.4 Trust	Australia
64904212	PUMA MANAGEMENT PTY LIMITED	Australia
529690	Poseidon InvestCo GP Ireland Limited	Ireland
	Specialty Finance Holdings II, 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
	PUMA Series 2015-2P	Australia
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 2015-1	Australia

	PUMA SERIES 2015-4P	Australia
	PUMA SERIES 2015-3	Australia
	PUMA SERIES 2015-5P	Australia
	PUMA Series Trust 2013-1	Australia
	PUMA SERIES 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
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
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
IT-2928288	Macquarie Aerospace Finance 39429 Limited	Cayman Islands
WK-269465	Macquarie Aerospace Finance Limited	Cayman Islands
	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 ABS Series 2014-4 Trust	Australia
	SMART ABS Series 2015-1US Trust	Australia
	SMART ABS Series 2015-2 Trust	Australia
	SMART J 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 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
	Sterling TC Holdings LLC	United States
	Sterling TC Property Owner LLC	United States
34298324	Stichting Security Trustee E-MAC DE 2009-I	Netherlands
HRB80040	Structural Support Systems Germany GmbH	Germany
	Summerset Holdings LLC	United States
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 Financial Services, 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
80-0939458	TN - PTH, LLC	United States
2012853459	Tristone Capital Global Inc.	Canada
2012712838	Tristone Capital SA Ltd	Canada
	Tristone Capital SA (Argentine Branch)	Argentina
208568022	Tristone Capital Inc.	Canada
9648750	UK NPD Investments GP Limited	United Kingdom
9648758	UK NPD Investments LP Limited	United Kingdom
9316859	UK PPP Investments GP Limited	United Kingdom
8862481	UK PPP Debt Investments Limited	United Kingdom
HRB 82733	Macquarie Germany Holdings GmbH	Germany
81119495	URBAN PACIFIC PTY LIMITED	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
8692223	Wala Holding 2 Limited	United Kingdom
WK-166995	West Portal Leasing Limited	Cayman Islands
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 1 page(s) referred to in the Notice of initial substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
2 October 2015

Consideration

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
30-Sep-15	MSAL	Macquarie Securities (Australia) Limited in conjunction with its affiliates ("MSAL") entered into Block Agreements on 30 September 2015 with entities listed in those agreements. Pursuant to section 608 of the Corporations Act and the terms of the Block Agreements, MSAL acquired a relevant interest in a maximum of 12,067,212 shares in oOh!Media Ltd ("OML").		12,067,212	FPO	12,067,212
20-Jul-15	MIML	On market purchase	AUD 2.50	4,990	FPO	4,990
30-Jul-15	MIML	On market purchase	AUD 2.60	5,750	FPO	5,750
29-Sep-15	MIML	On market purchase	AUD 3.13	3,205	FPO	3,205
10-Jul-15	MIML	On market purchase	AUD 2.52	5,900	FPO	5,900
30-Sep-15	MIML	On market sale	AUD 3.13	-28,573	FPO	28,573
30-Sep-15	MIML	On market sale	AUD 3.13	-1,520	FPO	1,520
30-Sep-15	MIML	On market sale	AUD 3.13	-6,500	FPO	6,500
28-Sep-15	MIML	On market sale	AUD 3.12	-235,712	FPO	235,712
28-Sep-15	MIML	On market sale	AUD 3.12	-12,540	FPO	12,540
28-Sep-15	MIML	On market sale	AUD 3.13	-136,729	FPO	136,729
28-Sep-15	MIML	On market sale	AUD 3.13	-7,274	FPO	7,274
21-Sep-15	MIML	On market purchase	AUD 3.03	9,945	FPO	9,945
18-Sep-15	MLL	On market sale	AUD 3.05	-690	FPO	690
09-Sep-15	MIML	On market sale	AUD 3.1	-16,699	FPO	16,699
09-Sep-15	MIML	On market sale	AUD 3.1	-2,500	FPO	2,500
08-Sep-15	MIML	On market sale	AUD 3.1	-2,485	FPO	2,485
28-Aug-15	MIML	On market purchase	AUD 2.79	5,251	FPO	5,251
14-Aug-15	MIML	On market purchase	AUD 2.6	10,661	FPO	10,661
14-Aug-15	MIML	On market purchase	AUD 2.6	47,180	FPO	47,180
10-Aug-15	MIML	On market purchase	AUD 2.6	531	FPO	531
04-Aug-15	MIML	On market sale	AUD 2.59	-24,087	FPO	24,087
18-Jun-15	MIML	On market purchase	AUD 2.6	246,586	FPO	246,586
02-Jun-15	MIML	On market purchase	AUD 2.5	60,312	FPO	60,312
01-Jun-15	MIML	On market purchase	AUD 2.4	8,463	FPO	8,463

ANNEXURE 'C'

This is the annexure marked 'C' of 1 page(s) referred to in the Notice of initial substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
2 October 2015



P.T. Limited as trustee of the CHAMP
Buyout III (WW) Trust
c/o Level 12, Angel Place
123 Pitt Street
Sydney NSW 2000

30 September 2015

Perpetual Trustee Company Limited as
trustee of the CHAMP Buyout III Trust
c/o Level 12, Angel Place
123 Pitt Street
Sydney NSW 2000

Perpetual Corporate Trust Limited as trustee
of the CHAMP Buyout III (SWF) Trust
c/o Level 12, Angel Place
123 Pitt Street
Sydney NSW 2000

Dear Sirs

COMMERCIAL-IN CONFIDENCE

1 Introduction

This agreement sets out the terms and conditions upon which each of P.T. Limited (ABN 67 004 454 666) as trustee of the CHAMP Buyout III (WW) Trust, Perpetual Trustee Company Limited (ABN 42 000 001 007) as trustee of the CHAMP Buyout III Trust and Perpetual Corporate Trust Limited (ABN 99 000 341 533) as trustee of the CHAMP Buyout III (SWF) Trust (each a "**Seller**" and together the "**Sellers**") engages Macquarie Securities (Australia) Limited ("**Lead Manager**") to procure purchasers for, or failing which to purchase, a total of 7,868,142 existing fully paid ordinary shares ("**Sale Securities**") in oOh!media Limited (ACN 602 195 380) ("**Company**") held by the Sellers in the manner set out in clause 2.1 ("**Sale**") and the Lead Manager agrees to manage the sale of the Sale Securities and to guarantee the Sale in accordance with the terms of this agreement.

2 Sale

2.1 Sale of Sale Securities

Each Seller agrees to sell, or procure the sale of, its respective Sale Securities, as following follows ("**Respective Holdings**"):

- (a) P.T. Limited as trustee of the CHAMP Buyout III (WW) Trust, 3,631,445 Sale Securities;
- (b) Perpetual Trustee Company Limited as trustee of the CHAMP Buyout III Trust, 2,999,377 Sale Securities; and

- (c) Perpetual Corporate Trust Limited as trustee of the CHAMP Buyout III (SWF) Trust, 1,237,320 Sale Securities,

and the Lead Manager, itself or through an Affiliate (as defined in clause 8.10), agrees to:

- (d) manage the sale of the Sale Securities by using its best endeavours to procure purchasers for the Sale Securities at A\$3.10 per Sale Security ("**Sale Price**"). Purchasers may include the Lead Manager's related companies and Affiliates; and
- (e) guarantee the sale of the Sale Securities by purchasing at the Sale Price per Sale Security those of the Sale Securities which have not been purchased by third party purchasers (or the Lead Manager's related companies or Affiliates) in accordance with clause 2.1(a) as at 10.00am (Sydney time) on the Trade Date specified in the Timetable in Schedule 1 ("**Trade Date**") or such time as the parties agree in writing ("**Balance Securities**"),

subject to and in accordance with the terms of this agreement.

2.2 Retention Securities

Notwithstanding anything else in this agreement, where acquisition of some or all of the Balance Securities by the Lead Manager is prohibited or restricted by the application of the takeover provisions in the *Corporations Act 2001 (Cth)* ("**Corporations Act**") or would require notification by the Lead Manager or an Affiliate and non-objection by the Treasurer of the Commonwealth of Australia under section 26 of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* ("**FATA**") or related policy, the Sellers and the Lead Manager agree that:

- (a) the Sellers shall retain such number of Balance Securities (on a pro-rata basis having regard to their Respective Holdings) they are required to retain in order to prevent the breach ("**Retention Securities**"), and the Lead Manager shall advise the Sellers of the number of Retention Securities;
- (b) the Lead Manager must still comply with its obligations to pay to the Sellers the amount provided in clause 2.4 but the portion of that amount that is equal to the number of any Retention Securities multiplied by the Sale Price will be provided to the Sellers as an interest free loan ("**Advance Amount**");
- (c) each Seller is only required to repay the Advance Amount from and to the extent it receives or is entitled to receive proceeds from the sale of the Retention Securities, and the Sellers are not responsible for any shortfall in repayment from the proceeds of the sale of Retention Securities and the Lead Manager will bear the loss arising from any such shortfall;
- (d) the Lead Manager must procure purchasers for any Retention Securities as agent for each of the Sellers in the ordinary course of the Lead Manager's business prior to 7.00pm on the date that is 30 Business Days after the date of this agreement ("**End Date**"), with settlement of the sale of Retention Securities occurring on or before the third Business Day following the sale of the relevant Retention Securities;
- (e) each Seller will transfer Retention Securities in accordance with the directions of the Lead Manager to settle those sales; and
- (f) the Lead Manager is entitled to apply, by way of set off, the proceeds from the purchase of any Retention Securities against the Advance Amount, immediately upon the Lead Manager's receipt of those proceeds.

Each Seller acknowledges that the Lead Manager does not acquire any interest or relevant interest in, or rights in respect of, any Retention Securities except to act as agent for the Seller in procuring purchasers for the Retention Securities, and does not have

power to require that any Retention Securities be transferred to it or to its order as referred to in the FATA.

2.3 Manner of Sale

- (a) Subject to clause 2.3(b), the Lead Manager and the Sellers will conduct the Sale by way of an offer only to persons that the Lead Manager reasonably believes are persons:
- (1) if in Australia, who do not need disclosure under Part 6D.2 of the Corporations Act; and
 - (2) if outside Australia, to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which each Seller, in its sole and absolute discretion, is willing to comply), as determined by the Lead Manager in consultation with Sellers.
- (b) The Sale Securities shall only be offered and sold to persons that are not in the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act of 1933 ("**U.S. Securities Act**")) in reliance on Regulation S under the U.S. Securities Act ("**Regulation S**").
- (c) Allocations of the Sale Securities to purchasers must only be made by the Lead Manager in consultation with the Sellers.

2.4 Effecting of Sale and settlement.

Subject to the terms of this agreement, the Sale shall be effected on the Trade Date, with settlement to follow on a T+3 basis in accordance with the ASX Operating Rules and ASX Settlement Operating Rules on the date set out in the Timetable in Schedule 1 ("**Settlement Date**"). Subject to clause 7 and clause 2.2, on the Settlement Date, the Lead Manager shall pay or arrange for the payment each Seller, or as each Seller directs, of an amount equal to the aggregate of the Sale Price multiplied by the number of Sale Securities in their Respective Holding, less any fees payable under clause 3, by transfer to such bank account(s) as may be notified by the Sellers for value (in cleared funds) on the Settlement Date against delivery of the Sale Securities.

2.5 Account opening

On the date of this agreement the Lead Manager or its nominated Affiliate will (where relevant) open an account in the name of each Seller in accordance with its usual practice, and do all such things necessary to enable it to act as Lead Manager to sell the Sale Securities in accordance with this agreement.

3 Fees

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

4 Representations, warranties and undertakings

4.1 Representations, warranties and undertakings by Sellers

As at the date of this agreement and on each day until and including the Settlement Date, each Seller represents, warrants and undertakes to the Lead Manager (in respect of itself and the Sale Securities in its Respective Holding) that:

- (a) (**capacity**) the Seller has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;

- (b) **(authority)** the Seller has taken all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out the transactions that this agreement contemplates;
- (c) **(agreement effective)** this agreement constitutes the Seller's legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) **(ownership of Sale Securities)** against payment pursuant to this Agreement, the Seller will transfer in accordance with clause 2.4, or procure the transfer of, the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferees in the register of shareholders of the Company;
- (e) **(no inside information)** other than information relating to the Sale, the Seller 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 Sale Securities or other securities in the Company, 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 securities in the Company. In addition, the Seller is not aware of any information which is necessary to enable investors and their professional advisers to make an informed assessment of the assets and liabilities, financial position, profit and loss and prospects of the Company and its subsidiaries that has not been disclosed to the ASX;
- (f) **(information)** all information provided by the Seller to the Lead Manager, in relation to the Sale, the Sale Securities and the Company is true and correct in all material respects and not misleading or deceptive in any material respect whether by omission or otherwise;
- (g) **(control)** the Seller does not control the Company (as defined in section 50AA of the Corporations Act);
- (h) **(power to sell)** the Seller has the corporate authority and power to sell the Sale Securities under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Securities;
- (i) **(no general solicitation or general advertising)** none of the Seller or any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom the Seller gives no representation or warranty) has offered or sold, or will offer or sell, any of the Sale Securities in the United States or to or for the account or benefit of any U.S. Person using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (j) **(no directed selling efforts)** none of the Seller or any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom the Seller gives no representation or warranty) has engaged, or will engage, in any "directed selling efforts" within the meaning of Rule 902(c) of the U.S. Securities Act;
- (k) **(no stabilisation or manipulation)** none of the Seller or any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom the Seller

gives no representation or warranty) has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of the Sale Securities in violation of any applicable law;

- (l) **(No breach)** the Seller will not, in connection with the Sale Securities or the transactions the subject of this agreement, commit, be involved in or acquiesce in any activity which breaches its constitution, the Corporations Act and any other applicable laws, the applicable listing rules of ASX Limited ("**ASX**"), or any applicable legally binding requirement of the Australian Securities and Investments Commission ("**ASIC**") or the ASX; and
- (m) **(OFAC)** neither the Seller nor any director or officer of the Seller, nor to the knowledge of the Seller, any other employee, affiliate or person acting on behalf of the Seller, is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department ("**OFAC**") or is currently subject to any similar sanctions administered by her Majesty's Treasury in the United Kingdom or the European Union (collectively, "**Sanctions**"; and the Seller will not directly or indirectly use the proceeds of the Sale, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to finance the activities of any person currently subject to any Sanctions or (ii) in any other manner that will result in a violation of Sanctions by any person participating in the disposal of the Sale Securities (whether as Lead Manager, placing agent, adviser, investor or otherwise).

4.2 Representations and warranties of the Lead Manager

As at the date of this agreement and on each day until and including the Settlement Date, the Lead Manager represents and warrants to the Sellers that:

- (a) **(body corporate)** it is duly incorporated under the laws of the place of its incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out the transactions that this agreement contemplates;
- (d) **(licenses)** it holds all licenses, permits and authorities necessary for it to fulfil its obligations under this agreement and has complied with the terms and conditions of the same in all material respects;
- (e) **(agreement effective)** this agreement constitutes the Lead Manager's legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (f) **(breach of law)** the Lead Manager will perform its obligations under this agreement (and ensure, in relation to the Sale, that its related bodies corporate and Affiliates act in a manner) so as to comply with all applicable laws, including all applicable laws in Australia (including in particular the Corporations Act and the FATA and related policy) and the jurisdictions referred to in clause 2.3(a)(2); provided that the Lead Manager will not be in breach of this warranty to the extent that any breach is caused by an act or omission of a Seller which constitutes a breach by that Seller of its representations, warranties and undertakings in clause 4.1;
- (g) **(no registration)** it acknowledges that the Sale Securities have not been and will not be registered under the U.S. Securities Act and may not be offered or

sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;

- (h) **(no general solicitation or general advertising)** none of the Lead Manager or any of its Affiliates or any person acting on behalf of any of them has solicited offers for or offered to sell or sold, and none of them will solicit offers for or offer to sell or sell, the Sale Securities in the United States or to or for the account or benefit of any U.S. Person using any form of general solicitation or general advertising within the meaning of Rule 502(c) under the U.S. Securities Act or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (i) **(no directed selling efforts)** the Lead Manager has offered and sold the Sale Securities and will offer and sell the Sale Securities only outside the United States in accordance with Regulation S under the U.S. Securities Act and none of the Lead Manager or any of its Affiliates or any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" within the meaning of Rule 902(c) of the U.S. Securities Act; and
- (j) **(no stabilisation or manipulation)** none of the Lead Manager or any of its Affiliates or any person acting on behalf of any of them has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of the Sale Securities in violation of any applicable law.

4.3 Reliance

Each party giving a representation, warranty, undertaking or covenant to the other parties in this agreement acknowledges that the other parties have relied on such representations, warranties, undertakings and covenants in entering into this agreement and will continue to rely on those representations, warranties, undertakings and covenants in performing its obligations under this agreement.

4.4 Notification

Each party agrees that it will tell the other parties promptly upon becoming aware prior to the completion of the sale of the Sale Securities of:

- (a) any material change affecting any of its representations and warranties in this agreement; or
- (b) any of its representations or warranties becoming materially untrue or materially incorrect.

5 Indemnity

- (a) Each Seller agrees with the Lead Manager that it will keep the Lead Manager and its related bodies corporate and Affiliates, and their respective directors, officers and employees ("**Indemnified Parties**") indemnified against any losses, damages, liabilities, costs, claims, actions and demands ("**Losses**") to the extent that such Losses are suffered or incurred in connection with the Sale or as a result of a breach of this agreement by the Seller, including any breach of any of the above representations or warranties given by the Seller.
- (b) The indemnity in clause 5(a) does not extend to and is not to be taken as an indemnity against any Losses of an Indemnified Party if and to the extent that they:
 - (1) have resulted from the gross negligence, fraud or wilful misconduct of any Indemnified Party;

- (2) ;constitute any penalty or fine which an Indemnified Party is required to pay for any contravention by it of the Corporations Act; or
 - (3) represent an amount in respect of which this indemnity would be illegal, void or unenforceable under any applicable law.
- (c) The Lead Manager shall not and shall procure that any Indemnified Party shall not make any admission of liability or settlement of any proceedings in respect of which the indemnity in clause 5(a) may apply, without the prior written consent of the Sellers (not to be unreasonably withheld or delayed). A Seller shall not make any admission of liability or settlement of any such proceedings without the prior written consent of the Lead Manager (not to be unreasonably withheld or delayed).
- (d) If the Lead Manager becomes aware of any suit, action, proceedings, claim or demand in respect of which an Indemnified Party wishes to claim for indemnification under the indemnity contained in this clause 5, the Lead Manager must promptly notify the Sellers of the substance of that matter. The failure of the Lead Manager to notify the Sellers pursuant to this clause will not release the Sellers from any obligation or liability which they may have pursuant to this agreement except that such liability will be reduced to the extent to which the amount the subject of the indemnity under clause 5(a) has increased as a result of the failure to so notify.

6 Announcements

Each of the Sellers and the Lead Manager will obtain the prior written consent of the other parties to make any material public releases concerning the sale of the Sale Securities.

7 Events of Termination

7.1 Right of termination

The Lead Manager may, subject to clause 7.2, terminate its obligations under this agreement without cost or liability to itself at any time before 10.00am (Sydney time) on the Trade Date by giving written notice to the Sellers if a Seller is in default of any of the terms and conditions of this agreement or breaches any representation or warranty given or made by it under this agreement.

7.2 Materiality

No event listed in clause 7.1 entitles the Lead Manager to exercise its termination rights unless it:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
 - (1) the willingness of persons to purchase the Sale Securities; or
 - (2) the price at which fully paid ordinary shares in the Company are sold on the ASX; or
- (b) would reasonably be expected to give rise to a liability of the Lead Manager under the Corporations Act or any other applicable law.

8 General

8.1 Relationship between the Sellers and Lead Manager

- (a) The parties agree that it is not the intention of the parties to create a fiduciary relationship between them. Without limiting the foregoing, each Seller acknowledges and agrees that:

- (1) it is contracting with the Lead Manager on an arm's length basis and as an independent contractor and not in any other capacity with respect to the Sale;
 - (2) the Lead Manager has not acted, is not acting and will not act in a fiduciary capacity with respect to the Seller, and neither a previous nor existing relationship between the Lead Manager and the Seller will be deemed to create a fiduciary relationship;
 - (3) the Lead Manager has not assumed and is not assuming any duties or obligations other than those expressly set out in this agreement;
 - (4) without limiting the generality of the foregoing, the Lead Manager is not an expert on, and has not provided and will not be expected to provide any legal, tax, accounting or regulatory advice with respect to the Sale, and the Seller has consulted its own legal, accounting, investment, regulatory and tax advisers to the extent it deemed appropriate and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby;
- (b) the Lead Manager (together with its related bodies corporate and Affiliates) comprises a full service securities firm engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and financial advisory services and other commercial services and products to a wide range of companies, governments and individuals from which conflicting interests or duties, or a perception thereof, may arise. The Seller expressly acknowledges that, in the ordinary course of business, the Lead Manager and/or its related bodies corporate and Affiliates at any time may invest on a principal basis or on behalf of customers or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions, for their own account or the accounts of customers, in equity, debt or other securities or financial instruments (including derivatives, bank loans or other obligations) of the Seller, the Company or any other entity, and may be providing or arranging financing and other financial services to companies that may be involved in any proposed or competing transaction, in each case whose interests may conflict with those of the Seller.

8.2 Trustee limitation of liability

Notwithstanding any other provision in this agreement:

- (a) Each of P.T. Limited as trustee of the CHAMP Buyout III (WW) Trust, Perpetual Trustee Company Limited as trustee of the CHAMP Buyout III Trust and Perpetual Corporate Trust Limited as trustee of the CHAMP Buyout III (SWF) Trust (each a "**Trustee**") enter into this agreement only in its capacity as trustee of the relevant trust referred to in this clause (each a "**Trust**") and in no other capacity. A liability arising under or in connection with this agreement is limited to and can be enforced against a Trustee only to the extent to which it can be satisfied out of property of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustees' liability applies despite any other provision of this agreement and extends to all liabilities and obligations of the Trustees in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.
- (b) The other parties to this agreement may not sue a Trustee in any capacity other than as trustee of the relevant Trust, including to seek the appointment of a receiver (except in relation to property of the Trust), a liquidator, an

administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).

- (c) The provisions of this clause shall not apply to any obligation or liability of a Trustee to the extent that it is not satisfied because under the trust deed establishing the relevant Trust or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or wilful default.
- (d) Where a Trust is managed by a manager, it is acknowledged that the manager of the Trust is responsible under the trust deed establishing the Trust for performing a variety of obligations relating to the Trust, including under this agreement. No act or omission of a Trustee (including any related failure to satisfy its obligations or breach of representation or warranty under this agreement) will be considered fraud, negligence or wilful default of the Trustee for the purpose of paragraph (c) of this clause to the extent to which the act or omission was caused or contributed to by any failure by the manager or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the manager or any other person.
- (e) No attorney, agent, receiver or receiver and manager appointed in accordance with this agreement has authority to act on behalf of a Trustee in a way which exposes the Trustee to any personal liability and no act or omission of any such person will be considered fraud, negligence or wilful default of the Trustee for the purpose of paragraph (c) of this clause.
- (f) A Trustee is not obliged to do or refrain from doing anything under this agreement (including incur any liability) unless the Trustee's liability is limited in the same manner as set out in paragraphs (a) to (e) of this clause.
- (g) A reference to "wilful default" in relation to a Trustee means any intentional failure to comply with or intentional breach by the Trustee of any of its obligations under this agreement, other than a failure or breach which:
 - (1)
 - (A) arose as a result of a breach by a person other than the Trustee or any other contemplated by paragraph (d); and
 - (B) the performance of the action (or the non-performance of which gave rise to such breach) is a precondition to the Trustee performing the said obligation;
 - (2) is in accordance with a lawful court order or direction or required by law; or
 - (3) is in accordance with a proper instruction or direction given by the manager of the Trust or is in accordance with an instruction or direction given to it by any person in circumstances where that person is entitled to do so by any document or at law.
- (h) All rights and obligations of the Sellers under this agreement are several and independent and not joint and several and a Seller is not responsible or liable for the acts, omissions, representations, warranties, undertakings or indemnities of the other Sellers.
- (i) This clause 8.2 will survive the termination or expiry of this agreement.

8.3 Entire agreement

This agreement, account opening and client documentation completed by the Sellers, and the Lead Manager's Terms and Conditions of Business as provided by them to the

Sellers ("**Terms**") constitute the entire agreement of the parties about its subject matter and supersede all previous agreements, understandings and negotiations on this matter. To the extent of any inconsistency between the terms of this agreement and the Terms, this agreement prevails.

8.4 Governing law

This agreement is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.

8.5 Severability

Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

8.6 Waiver and variation

A provision of or right vested under this agreement may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties. This agreement may be varied by the parties to it without the approval of any Indemnified Person.

8.7 No assignment

Neither party may assign its rights or obligations under this agreement without the prior written consent of the other party.

8.8 Survival

The representations, warranties and indemnity in this agreement shall remain operative and in full force and effect regardless of completion of the sale of the Sale Securities or any termination of this agreement.

8.9 Notices

Any notice, approval, consent, agreement, waiver or other communication in connection with this agreement must be in writing.

8.10 Affiliates

In this agreement the term "Affiliates" means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "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 and the term "person" is deemed to include a partnership.

8.11 Counterparts

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

Yours sincerely


**Executed by Macquarie Securities (Australia)
Limited by its authorised signatories:**



Signature of authorised signatory



Name of authorised signatory



Signature of authorised signatory

Chris Horne
Division Director

Name of authorised signatory

Executed by P.T. Limited as trustee of the CHAMP Buyout III (VW) Trust under power of attorney dated 16 September 2014



Signature of Attorney

Suzy Superina
Senior Manager

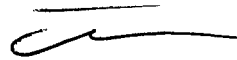
Name of Attorney



Signature of Attorney

Frederick Chan
Manager

Name of Attorney



Signature of Witness

Jenna Mollross

Name of Witness

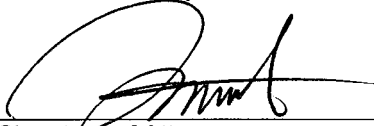
Executed by Perpetual Trustee Limited as trustee of the CHAMP Buyout III Trust under power of attorney dated 16 September 2014



Signature of Attorney

Suzy Superina
Senior Manager

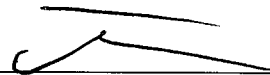
Name of Attorney



Signature of Attorney

Frederick Chan
Manager

Name of Attorney

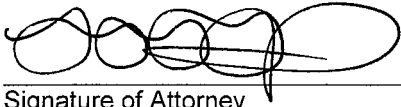


Signature of Witness

Jenna Mollross

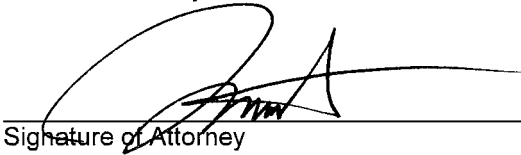
Name of Witness

Executed by Perpetual Corporate Trust Limited
as trustee of the CHAMP Buyout III (SWF) Trust
under power of attorney dated 16 September
2014



Signature of Attorney
Suzy Superina
Senior Manager

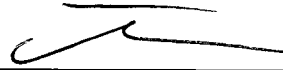
Name of Attorney



Signature of Attorney

Frederick Chan
Manager

Name of Attorney



Signature of Witness

Jenna Mollross

Name of Witness

Schedule 1

Timetable

Event	Date
Trade Date	Thursday, 1 October 2015
Settlement Date	Wednesday, 7 October 2015



CHAMP Buyout III Pte Limited
6 Battery Road
#12-08 Singapore 049909

30 September 2015

Dear Sirs

COMMERCIAL-IN CONFIDENCE

1 Introduction

This agreement sets out the terms and conditions upon which each of CHAMP Buyout III Pte Limited ("**Seller**") engages Macquarie Securities (Australia) Limited ("**Lead Manager**") to procure purchasers for, or failing which to purchase, 4,199,070 existing fully paid ordinary shares ("**Sale Securities**") in oOh!media Limited (ACN 602 195 380) ("**Company**") held by the Seller ("**Sale**") and the Lead Manager agrees to manage the sale of the Sale Securities and to guarantee the Sale in accordance with the terms of this agreement.

2 Sale

2.1 Sale of Sale Securities

The Seller agrees to sell, or procure the sale of, the Sale Securities and the Lead Manager, itself or through an Affiliate (as defined in clause 8.9), agrees to:

- (a) manage the sale of the Sale Securities by using its best endeavours to procure purchasers for the Sale Securities at A\$3.10 per Sale Security ("**Sale Price**"). Purchasers may include the Lead Manager's related companies and Affiliates; and
- (b) guarantee the sale of the Sale Securities by purchasing at the Sale Price per Sale Security those of the Sale Securities which have not been purchased by third party purchasers (or the Lead Manager's related companies or Affiliates) in accordance with clause 2.1(a) as at 10.00am (Sydney time) on the Trade Date specified in the Timetable in Schedule 1 ("**Trade Date**") or such time as the parties agree in writing ("**Balance Securities**"),

subject to and in accordance with the terms of this agreement.

2.2 Retention Securities

Notwithstanding anything else in this agreement, where acquisition of some or all of the Balance Securities by the Lead Manager is prohibited or restricted by the application of the takeover provisions in the *Corporations Act 2001 (Cth)* ("**Corporations Act**") or would require notification by the Lead Manager or an Affiliate and non-objection by the Treasurer of the Commonwealth of Australia under section 26 of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* ("**FATA**") or related policy, the Seller and the Lead Manager agree that:

- (a) the Seller shall retain such number of Balance Securities it is required to retain in order to prevent the breach ("**Retention Securities**"), and the Lead Manager shall advise the Seller of the number of Retention Securities;
- (b) the Lead Manager must still comply with its obligations to pay to the Seller the amount provided in clause 2.4 but the portion of that amount that is equal to the number of any Retention Securities multiplied by the Sale Price will be provided to the Seller as an interest free loan ("**Advance Amount**");
- (c) the Seller is only required to repay the Advance Amount from and to the extent it receives or is entitled to receive proceeds from the sale of the Retention Securities, and the Seller is not responsible for any shortfall in repayment from the proceeds of the sale of Retention Securities and the Lead Manager will bear the loss arising from any such shortfall;
- (d) the Lead Manager must procure purchasers for any Retention Securities as agent for the Seller in the ordinary course of the Lead Manager's business prior to 7.00pm on the date that is 30 Business Days after the date of this agreement ("**End Date**"), with settlement of the sale of Retention Securities occurring on or before the third Business Day following the sale of the relevant Retention Securities;
- (e) the Seller will transfer Retention Securities in accordance with the directions of the Lead Manager to settle those sales; and
- (f) the Lead Manager is entitled to apply, by way of set off, the proceeds from the purchase of any Retention Securities against the Advance Amount, immediately upon the Lead Manager's receipt of those proceeds.

The Seller acknowledges that the Lead Manager does not acquire any interest or relevant interest in, or rights in respect of, any Retention Securities except to act as agent for the Seller in procuring purchasers for the Retention Securities, and does not have power to require that any Retention Securities be transferred to it or to its order as referred to in the FATA.

2.3 Manner of Sale

- (a) Subject to clause 2.3(b), the Lead Manager and the Seller will conduct the Sale by way of an offer only to persons that the Lead Manager reasonably believes are persons:
 - (1) if in Australia, who do not need disclosure under Part 6D.2 of the Corporations Act; and
 - (2) if outside Australia, to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which the Seller, in its sole and absolute discretion, is willing to comply), as determined by the Lead Manager in consultation with Seller.
- (b) The Sale Securities shall only be offered and sold to persons that are not in the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act of 1933 ("**U.S. Securities Act**")) in reliance on Regulation S under the U.S. Securities Act ("**Regulation S**").
- (c) Allocations of the Sale Securities to purchasers must only be made by the Lead Manager in consultation with the Seller.

2.4 Effecting of Sale and settlement.

Subject to the terms of this agreement, the Sale shall be effected on the Trade Date, with settlement to follow on a T+3 basis in accordance with the ASX Operating Rules and ASX Settlement Operating Rules on the date set out in the Timetable in Schedule 1 ("**Settlement Date**"). Subject to clause 7 and clause 2.2, on the Settlement Date, the Lead Manager shall pay or arrange for the payment to Seller, or as Seller directs, of an amount equal to the aggregate of the Sale Price multiplied by the number of Sale Securities, less any fees payable under clause 3, by transfer to such bank account(s) as may be notified by the Seller for value (in cleared funds) on the Settlement Date against delivery of the Sale Securities.

2.5 Account opening

On the date of this agreement the Lead Manager or its nominated Affiliate will (where relevant) open an account in the name of the Seller in accordance with its usual practice, and do all such things necessary to enable it to act as Lead Manager to sell the Sale Securities in accordance with this agreement.

3 Fees

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

4 Representations, warranties and undertakings

4.1 Representations, warranties and undertakings by Seller

As at the date of this agreement and on each day until and including the Settlement Date, the Seller represents, warrants and undertakes to the Lead Manager that:

- (a) (**capacity**) the Seller has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (b) (**authority**) the Seller has taken all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out the transactions that this agreement contemplates;
- (c) (**agreement effective**) this agreement constitutes the Seller's legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) (**ownership of Sale Securities**) against payment pursuant to this Agreement, the Seller will transfer in accordance with clause 2.4, or procure the transfer of, the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferees in the register of shareholders of the Company;
- (e) (**no inside information**) other than information relating to the Sale, the Seller 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 Sale Securities or other securities in the Company, 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 securities in the Company. In addition, the Seller is not aware of any information which is necessary to enable investors and their professional advisers to make an informed assessment of the assets and liabilities, financial position, profit and loss and prospects of the Company and its subsidiaries that has not been disclosed to the ASX;

- (f) **(information)** all information provided by the Seller to the Lead Manager, in relation to the Sale, the Sale Securities and the Company is true and correct in all material respects and not misleading or deceptive in any material respect whether by omission or otherwise;
- (g) **(control)** the Seller does not control the Company (as defined in section 50AA of the Corporations Act);
- (h) **(power to sell)** the Seller has the corporate authority and power to sell the Sale Securities under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Securities;
- (i) **(no general solicitation or general advertising)** none of the Seller or any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom the Seller gives no representation or warranty) has offered or sold, or will offer or sell, any of the Sale Securities in the United States or to or for the account or benefit of any U.S. Person using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (j) **(no directed selling efforts)** none of the Seller or any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom the Seller gives no representation or warranty) has engaged, or will engage, in any "directed selling efforts" within the meaning of Rule 902(c) of the U.S. Securities Act;
- (k) **(no stabilisation or manipulation)** none of the Seller or any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom the Seller gives no representation or warranty) has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of the Sale Securities in violation of any applicable law;
- (l) **(No breach)** the Seller will not, in connection with the Sale Securities or the transactions the subject of this agreement, commit, be involved in or acquiesce in any activity which breaches its constitution, the Corporations Act and any other applicable laws, the applicable listing rules of ASX Limited ("**ASX**"), or any applicable legally binding requirement of the Australian Securities and Investments Commission ("**ASIC**") or the ASX; and
- (m) **(OFAC)** Neither the Seller nor any director or officer of the Seller, nor to the knowledge of the Seller, any other employee, affiliate or person acting on behalf of the Seller, is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department ("**OFAC**") or is currently subject to any similar sanctions administered by her Majesty's Treasury in the United Kingdom or the European Union (collectively, "**Sanctions**"; and the Seller will not directly or indirectly use the proceeds of the Sale, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to finance the activities of any person currently subject to any Sanctions or (ii) in any other manner that will result in a violation of Sanctions by any person participating in the disposal of the Sale Securities (whether as Lead Manager, placing agent, adviser, investor or otherwise).

4.2 Representations and warranties of the Lead Manager

As at the date of this agreement and on each day until and including the Settlement Date, the Lead Manager represents and warrants to Seller that:

- (a) **(body corporate)** it is duly incorporated under the laws of the place of its incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out the transactions that this agreement contemplates;
- (d) **(licenses)** it holds all licenses, permits and authorities necessary for it to fulfil its obligations under this agreement and has complied with the terms and conditions of the same in all material respects;
- (e) **(agreement effective)** this agreement constitutes the Lead Manager's legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (f) **(breach of law)** the Lead Manager will perform its obligations under this agreement (and ensure, in relation to the Sale, that its related bodies corporate and Affiliates act in a manner) so as to comply with all applicable laws, including all applicable laws in Australia (including in particular the Corporations Act and the FATA and related policy) and the jurisdictions referred to in clause 2.3(a)(2); provided that the Lead Manager will not be in breach of this warranty to the extent that any breach is caused by an act or omission of the Seller which constitutes a breach by the Seller of its representations, warranties and undertakings in clause 4.1;
- (g) **(no registration)** it acknowledges that the Sale Securities have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;
- (h) **(no general solicitation or general advertising)** none of the Lead Manager or any of its Affiliates or any person acting on behalf of any of them has solicited offers for or offered to sell or sold, and none of them will solicit offers for or offer to sell or sell, the Sale Securities in the United States or to or for the account or benefit of any U.S. Person using any form of general solicitation or general advertising within the meaning of Rule 502(c) under the U.S. Securities Act or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (i) **(no directed selling efforts)** the Lead Manager has offered and sold the Sale Securities and will offer and sell the Sale Securities only outside the United States in accordance with Regulation S under the U.S. Securities Act and none of the Lead Manager or any of its Affiliates or any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" within the meaning of Rule 902(c) of the U.S. Securities Act; and
- (j) **(no stabilisation or manipulation)** none of the Lead Manager or any of its Affiliates or any person acting on behalf of any of them has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of the Sale Securities in violation of any applicable law.

4.3 Reliance

Each party giving a representation, warranty, undertaking or covenant to the other party in this agreement acknowledges that the other party has relied on such representations, warranties, undertakings and covenants in entering into this agreement and will continue to rely on those representations, warranties, undertakings and covenants in performing its obligations under this agreement.

4.4 Notification

Each party agrees that it will tell the other party promptly upon becoming aware prior to the completion of the sale of the Sale Securities of:

- (a) any material change affecting any of its representations and warranties in this agreement; or
- (b) any of its representations or warranties becoming materially untrue or materially incorrect.

5 Indemnity

- (a) The Seller agrees with the Lead Manager that it will keep the Lead Manager and its related bodies corporate and Affiliates, and their respective directors, officers and employees ("**Indemnified Parties**") indemnified against any losses, damages, liabilities, costs, claims, actions and demands ("**Losses**") to the extent that such Losses are suffered or incurred as a result of a breach of this agreement by the Seller, including any breach of any of the above representations or warranties given by the Seller.
- (b) The indemnity in clause 5(a) does not extend to and is not to be taken as an indemnity against any Losses of an Indemnified Party if and to the extent that they:
 - (1) have resulted from the gross negligence, fraud or wilful misconduct of any Indemnified Party;
 - (2) constitute any penalty or fine which an Indemnified Party is required to pay for any contravention by it of the Corporations Act; or
 - (3) represent an amount in respect of which this indemnity would be illegal, void or unenforceable under any applicable law.
- (c) The Lead Manager shall not and shall procure that any Indemnified Party shall not make any admission of liability or settlement of any proceedings in respect of which the indemnity in clause 5(a) may apply, without the prior written consent of the Seller (not to be unreasonably withheld or delayed). The Seller shall not make any admission of liability or settlement of any such proceedings without the prior written consent of the Lead Manager (not to be unreasonably withheld or delayed).
- (d) If the Lead Manager becomes aware of any suit, action, proceedings, claim or demand in respect of which an Indemnified Party wishes to claim for indemnification under the indemnity contained in this clause 5, the Lead Manager must promptly notify the Seller of the substance of that matter. The failure of the Lead Manager to notify the Seller pursuant to this clause will not release the Seller from any obligation or liability which it may have pursuant to this agreement except that such liability will be reduced to the extent to which the amount the subject of the indemnity under clause 5(a) has increased as a result of the failure to so notify.

6 Announcements

Each of the Seller and the Lead Manager will obtain the prior written consent of the other party to make any material public releases concerning the sale of the Sale Securities.

7 Events of Termination

7.1 Right of termination

The Lead Manager may, subject to clause 7.2, terminate its obligations under this agreement without cost or liability to itself at any time before 10.00am (Sydney time) on the Trade Date by giving written notice to the Seller if the Seller is in default of any of the terms and conditions of this agreement or breaches any representation or warranty given or made by it under this agreement.

7.2 Materiality

No event listed in clause 7.1 entitles the Lead Manager to exercise its termination rights unless it:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
 - (1) the willingness of persons to purchase the Sale Securities; or
 - (2) the price at which fully paid ordinary shares in the Company are sold on the ASX; or
- (b) would reasonably be expected to give rise to a liability of the Lead Manager under the Corporations Act or any other applicable law.

8 General

8.1 Relationship between the Seller and Lead Manager

- (a) The parties agree that it is not the intention of the parties to create a fiduciary relationship between them. Without limiting the foregoing, the Seller acknowledges and agrees that:
 - (1) it is contracting with the Lead Manager on an arm's length basis and as an independent contractor and not in any other capacity with respect to the Sale;
 - (2) the Lead Manager has not acted, is not acting and will not act in a fiduciary capacity with respect to the Seller, and neither a previous nor existing relationship between the Lead Manager and the Seller will be deemed to create a fiduciary relationship;
 - (3) the Lead Manager has not assumed and is not assuming any duties or obligations other than those expressly set out in this agreement;
 - (4) without limiting the generality of the foregoing, the Lead Manager is not an expert on, and has not provided and will not be expected to provide any legal, tax, accounting or regulatory advice with respect to the Sale, and the Seller has consulted its own legal, accounting, investment, regulatory and tax advisers to the extent it deemed appropriate and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby;
- (b) the Lead Manager (together with its related bodies corporate and Affiliates) comprises a full service securities firm engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and financial advisory services and other commercial services and products to a wide range of companies, governments and individuals from which conflicting interests or

duties, or a perception thereof, may arise. The Seller expressly acknowledges that, in the ordinary course of business, the Lead Manager and/or its related bodies corporate and Affiliates at any time may invest on a principal basis or on behalf of customers or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions, for their own account or the accounts of customers, in equity, debt or other securities or financial instruments (including derivatives, bank loans or other obligations) of the Seller, the Company or any other entity, and may be providing or arranging financing and other financial services to companies that may be involved in any proposed or competing transaction, in each case whose interests may conflict with those of the Seller.

8.2 Entire agreement

This agreement, account opening and client documentation completed by the Seller, and the Lead Manager's Terms and Conditions of Business as provided by them to the Seller ("**Terms**") constitute the entire agreement of the parties about its subject matter and supersede all previous agreements, understandings and negotiations on this matter. To the extent of any inconsistency between the terms of this agreement and the Terms, this agreement prevails.

8.3 Governing law

This agreement is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.

8.4 Severability

Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

8.5 Waiver and variation

A provision of or right vested under this agreement may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties. This agreement may be varied by the parties to it without the approval of any Indemnified Person.

8.6 No assignment

Neither party may assign its rights or obligations under this agreement without the prior written consent of the other party.

8.7 Survival

The representations, warranties and indemnity in this agreement shall remain operative and in full force and effect regardless of completion of the sale of the Sale Securities or any termination of this agreement.

8.8 Notices

Any notice, approval, consent, agreement, waiver or other communication in connection with this agreement must be in writing.

8.9 Affiliates

In this agreement the term "Affiliates" means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "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 and the term "person" is deemed to include a partnership.

8.10 Counterparts

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

Yours sincerely

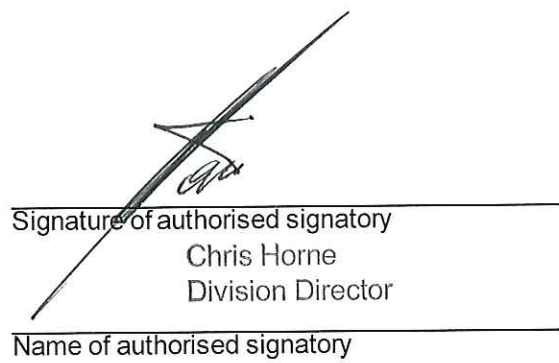
Executed by Macquarie Securities (Australia) Limited by its authorised signatories:



Signature of authorised signatory



Name of authorised signatory



Signature of authorised signatory
Chris Horne
Division Director

Name of authorised signatory

The common seal of CHAMP Buyout III Pte Limited is fixed to this document in the presence of:



Signature of ~~Company Secretary~~ / Director

NATHANIEL CHILDRES

Name



Signature of ~~Company Secretary~~ / Director

SHANE GONG

Name



Schedule 1

Timetable

Event	Date
Trade Date	Thursday, 1 October 2015
Settlement Date	Wednesday, 7 October 2015
