

Macquarie Capital Loans Management Limited

ABN 18 077 595 012

AFS Licence No. 241106

A Member of the Macquarie Group of Companies

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ASX Release



Macquarie CPS Trust Amendment

Sydney, 1 July 2013 – Macquarie Capital Loans Management Limited (ABN 18 077 595 012) (“MCLML”) as responsible entity for the Macquarie CPS Trust (ARSN 129 962 358) (ASX: MQCPA) (“MQC”) advises that it has amended MQC’s Constitution by Supplemental Deed dated 1 July 2013. The Supplemental Deed was lodged with the Australian Securities and Investments Commission today.

Attached is a copy of the Supplemental Deed which sets out the amendments that have been made.

Yours sincerely

Dennis Leong
Company Secretary

Supplemental deed – Macquarie CPS Trust

Dated 1 July 2013

Macquarie Capital Loans Management Limited ABN 18 077 595 012
("Issuer")

King & Wood Mallesons

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Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
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DX 113 Sydney
www.kwm.com

Supplemental deed – Macquarie CPS Trust

Details

Interpretation – definitions are at the end of the General Terms

Parties	Issuer	
Issuer	Name	Macquarie Capital Loans Management Limited
	ABN	18 077 595 012
	Address	No. 1 Martin Place, Sydney NSW 2000
Recitals	A	The Trust is constituted under a deed poll dated 21 February 2008 (as amended) (" Constitution ") which sets out the Terms of the Convertible Preference Securities in the Trust in schedule 1 of the Constitution (" Terms ").
	B	Clause 24 of the Constitution provides that subject to the Corporations Act, the Issuer may by deed amend the Constitution.
	C	Section 601GC(1)(a) of the Corporations Act (as amended by ASIC relief instrument 13-626) provides that the Constitution may be modified by the Issuer if each member of the Trust provides their written consent to the modification.
	D	The sole member of the Trust has provided its written consent to the modification of the Constitution, including the amendment of the Terms, set out in this supplemental deed.
	E	Clause 17.1(a)(i) of the Terms provides that the Issuer may amend the Terms if the Issuer is of the opinion that the amendment is of a formal, minor or technical nature.
	F	The Issuer is of the opinion that the amendment to the Terms set out in clause 1.1 of this supplemental deed is of a formal, minor or technical nature.
	G	Clause 17.2 of the Terms provides that the Issuer may, with the prior written approval of APRA, amend the Terms if the amendment has been approved by a Special Resolution of Holders.
	H	The amendment to the terms set out in clause 1.2 of this supplemental deed has been approved in writing by APRA and, on the amendments to the Constitution set out in this deed becoming effective, approved by Holders by Special Resolution.

- I In accordance with section 601GC(2) of the Corporations Act, the amendments to the Constitution contained in this supplemental deed will take effect when a copy of this supplemental deed is lodged with ASIC.

Governing law New South Wales

Date of Deed See Signing page

Supplemental deed – Macquarie CPS Trust

General terms

1 Amendments

1.1 Definition of “Special Resolution” in the Terms

The Issuer declares that the Constitution is amended by adding the following words to the end of the definition of “Special Resolution” in clause 19.2 of the Terms in Schedule 1 of the Constitution:

“or a resolution passed without a meeting where all Holders entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document”

1.2 Redemption of CPS after Resale

The Issuer declares that the Constitution is amended by inserting the following new Clause 4.6 into the Terms in Schedule 1 of the Constitution:

“4.6 Redemption following Resale

After a Resale, the Issuer may, subject to APRA’s prior written approval, Redeem all (but not some) of the CPS with the consent of all Unit Holders.”

2 Effective Date

In accordance with section 601GC(2) of the Corporations Act, the amendments to the Constitution contained in this supplemental deed will take effect when a copy of this supplemental deed is lodged with ASIC.

3 Governing law

This supplemental deed is governed by the law in force in the place specified in the Details and each party submits to the non-exclusive jurisdiction of the courts of that place.

4 Interpretation

4.1 Terms defined in Constitution

The terms used in this supplemental deed have the same meaning as in the Constitution unless the contrary intention appears.

4.2 Definitions

These meanings apply unless the contrary intention appears:

ASIC means the Australian Securities & Investments Commission.

Constitution means the deed poll dated 21 February 2008 constituting the Trust declared by the Issuer as responsible entity (as amended).

Corporations Act means the Corporations Act 2001 (Cwlth).

Details means the section of this supplemental deed entitled "Details".

Terms means the terms of issue of the Trust's Convertible Preference Securities as set out in Schedule 1 of the Constitution.

Trust means Macquarie CPS Trust (ARSN 129 962 358).

4.3 Headings

Headings are inserted for convenience only and do not affect the interpretation of this supplemental deed.

EXECUTED as a deed

Supplemental deed – Macquarie CPS Trust


Signing page

DATED: 1 July 2013

SIGNED, SEALED AND
DELIVERED by BRADLEY MILSON

and DAVID ROBB

as attorneys for **MACQUARIE
CAPITAL LOANS MANAGEMENT
LIMITED** under power of attorney dated
13 May 2013


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By executing this letter each attorney
states that the attorney has received no
notice of revocation of the power of
attorney