

# DISTRIBUTION REINVESTMENT PLAN POLICY

**Magellan Global Equities Fund**  
ARSN 603 395 302

**Magellan Global Equities Fund (Currency Hedged)**  
ARSN 606 840 206

**Magellan Infrastructure Fund (Currency Hedged)**  
ARSN 612 467 580

## Table of contents

<b>1.</b>	<b>Definitions .....</b>	<b>1</b>
<b>2.</b>	<b>Participation in the Plan .....</b>	<b>2</b>
2.1	General .....	2
2.2	Eligibility to participate .....	2
2.3	Full versus partial participation .....	2
2.4	Discretion to refuse or reduce participation.....	2
2.5	Discretion to refuse to permit participation .....	3
<b>3.</b>	<b>Application to participate .....</b>	<b>3</b>
3.1	Notice of participation .....	3
3.2	Election .....	3
3.3	Full participation .....	3
3.4	Partial participation.....	3
3.5	Limit to participation.....	3
3.6	Commencement of participation .....	4
<b>4.</b>	<b>Variation or termination of participation .....</b>	<b>4</b>
4.1	Notice of variation or termination .....	4
4.2	Increase to full participation .....	4
4.3	Other changes to level of participation.....	4
4.4	Termination of participation .....	4
4.5	Reduction or termination of participation where no Notice of Participation/Variation is given.....	5
<b>5.</b>	<b>Operation of the Plan.....</b>	<b>5</b>
5.1	Application of distributions .....	5
5.2	Issue or transfer of Units.....	5
5.3	Plan Accounts .....	5
5.4	Fractional entitlements and residual cash balance.....	6
5.5	Price.....	6
<b>6.</b>	<b>Units issued or transferred under the Plan.....</b>	<b>6</b>
6.1	Issues in accordance with the Plan.....	6
6.2	Application for quotation .....	6
6.3	Timing of issue or transfer .....	7
<b>7.</b>	<b>Plan Statements.....</b>	<b>7</b>
<b>8.</b>	<b>Variation, suspension and termination of Plan.....</b>	<b>7</b>
8.1	Power to vary, suspend or terminate .....	7
8.2	Notice .....	7
8.3	Suspension.....	7
8.4	Termination .....	7
8.5	No Liability.....	8
<b>9.</b>	<b>Application and notices.....</b>	<b>8</b>
9.1	Form.....	8
9.2	Effective time.....	8
<b>10.</b>	<b>General .....</b>	<b>8</b>
10.1	Commencement and implementation of the Plan .....	8
10.2	Problems and disputes .....	8
10.3	Fund entitled to distributions .....	8
10.4	Acknowledgements .....	9
10.5	Unitholders to be bound.....	9

10.6	Costs .....	9
10.7	Taxation .....	9
10.8	Governing law .....	9

# DISTRIBUTION REINVESTMENT PLAN POLICY

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## 1. Definitions

In this Policy, unless the context otherwise requires:

"**ASX**" means ASX Limited ABN 98 008 624 691.

"**Board**" means the board of directors of the Responsible Entity.

"**Business Day**" means a day on which the Trading Platform is open for trading.

"**Constitution**" means the constitution of a Fund as amended from time to time.

"**Fund**" or "**Funds**" means, as the context requires, one or more of the registered managed investment schemes listed in Schedule 1.

"**Holding**" means a registered holding of Units.

"**Notice of Participation/Variation**" means an application to participate in a Plan, a notice to increase or decrease the number of Units in a Holding which are to be subject to the Plan or a notice to terminate a Unitholder's participation in a Plan in respect of any Holding in the form approved by the Responsible Entity from time to time.

"**Operational Net Trust Value**" has the same meaning as in the Constitution.

"**Payment Date**" means the date determined by the Responsible Entity for the payment of a distribution by a Fund.

"**Plan**" means the Distribution Reinvestment Plan for the relevant Fund established under this Policy as varied from time to time.

"**Plan Account**" means an account established and maintained under Clause 5.3.

"**Plan Units**" means, in respect of any Holding, the number of Units in that Holding participating in the relevant Plan from time to time.

"**Price**" means the price at which Units will be issued or acquired under a Plan determined in accordance with Clause 5.5.

"**Record Date**" means any date and time specified by the Board for determining entitlements to a distribution paid by a Fund.

"**Responsible Entity**" means Magellan Asset Management Limited ACN 120 593 946.

"**Trading Platform**" means the AQUA Trading Market operating on ASX's Integrated Trading System (ITS®) or such other trading platform on which quoted Units are traded.

"**Unitholder**" means a registered holder of Units within the meaning of the Constitution of the relevant Fund.

"**Units**" means units in the relevant Fund.

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## **2. Participation in the Plan**

### **2.1 General**

Participation in a Plan:

- (a) is subject to this Policy;
- (b) is optional and is not transferable;
- (c) is open to each Unitholder unless excluded under this Policy; and
- (d) may be varied or terminated at any time in accordance with this Policy.

### **2.2 Eligibility to participate**

A Unitholder may not participate in a Plan unless the Unitholder has a registered address on the Record Date in Australia or New Zealand. Holders whose registered address is outside Australia or New Zealand are not eligible to participate in a Plan where the Responsible Entity determines in its absolute discretion that the making of the offer or issue of Units to them under that Plan is unreasonable having regard to each of the following:

- (a) the number of Unitholders in the place where the registered address of the Unitholder is situated;
- (b) the number and value of the Units that may be issued to Unitholders in the relevant place; and
- (c) the cost of complying with legal requirements and the requirements of any regulatory authority applicable to the making of offers and the issue of Units in the relevant place.

### **2.3 Full versus partial participation**

Unless the Responsible Entity determines that partial participation in a Plan is permitted, an application to participate will apply to all of the Units held by that Unitholder.

### **2.4 Discretion to refuse or reduce participation**

Notwithstanding Clause 2.2, if the Responsible Entity in its absolute discretion determines that the offer, issue or transfer of Units under a Plan to a Unitholder or the holding of those Units by that Unitholder may:

- (a) be in breach of the law of any place;
- (b) be in breach of a provision of the relevant Constitution;
- (c) prejudice the effective operation of that Plan; or
- (d) otherwise in the opinion of the Responsible Entity be undesirable or impractical, the Responsible Entity may in its absolute discretion:
  - (i) refuse to accept, reduce or suspend the Unitholder's participation in that Plan; or
  - (ii) decline to issue or transfer any Units to that Unitholder under that Plan.

## **2.5 Discretion to refuse to permit participation**

The Responsible Entity may in its discretion, refuse to permit any Unitholder to participate in a Plan where the Unitholder elects to participate in respect of a number of Units which is less than such number as the Responsible Entity may determine.

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## **3. Application to participate**

### **3.1 Notice of participation**

Application to participate in a Plan must be made on a Notice of Participation/Variation or such other form as prescribed from time to time.

### **3.2 Election**

Subject to Clause 2.3, a Unitholder must elect in the Notice of Participation/Variation given in respect of any Holding either:

- (a) full participation; or
- (b) partial participation,

in a Plan. If the Notice of Participation/Variation in respect of any Holding does not clearly indicate the level of participation in the relevant Plan, the Responsible Entity may determine, without notice to the Unitholder, such Notice of Participation/Variation to be an application for full participation. If the Notice of Participation/Variation in respect of any Holding purports to elect both full participation and partial participation at the same time, it will be invalid and of no effect whatsoever.

### **3.3 Full participation**

Subject to Clause 2.3, if a Unitholder elects to participate, all Units comprised in that Holding from time to time, including Units issued or acquired pursuant to the relevant Plan, will participate in that Plan.

### **3.4 Partial participation**

Subject to Clause 2.3, if a Unitholder elects partial participation in respect of a Holding:

- (a) only the number of Units specified in the Notice of Participation/Variation in respect of that Holding will participate in the relevant Plan such that the balance of that Holding will receive cash distributions in the normal way;
- (b) if on any Record Date the number of Units comprised in that Holding is less than the number of Units specified in the Notice of Participation/Variation then all of the Units comprised in that Holding will participate in the relevant Plan;
- (c) any Units comprised in that Holding in excess of the number specified in the Notice of Participation/Variation, whether acquired under the relevant Plan or otherwise, will not participate in that Plan unless the Unitholder alters the participation level in respect of that Holding in accordance with Clause 4.1.

### **3.5 Limit to participation**

The Responsible Entity may at any time by written notice to eligible Unitholders limit participation in a Plan by limiting the amount of distribution which may be reinvested under that Plan.

### **3.6 Commencement of participation**

A Unitholder's participation in a Plan in respect of any Holding in that Plan will commence from the next Record Date following receipt by the Fund's share registry of a duly completed and executed Notice of Participation/Variation in respect of that Holding.

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## **4. Variation or termination of participation**

### **4.1 Notice of variation or termination**

Subject to Clause 2.3, a Unitholder may at any time give a Notice of Participation/Variation to the Responsible Entity in respect of any Holding:

- (a) to increase or decrease the number of the Units comprised in that Holding which participate in the relevant Plan; or
- (b) to terminate the Unitholder's participation in that Plan in respect of that Holding.

The alteration or termination takes effect from the next Record Date.

### **4.2 Increase to full participation**

Subject to Clause 2.3, if a Unitholder increases the level of participation in a Plan in respect of any Holding to full participation, all Units comprised in that Holding as at the date of the Notice of Participation/Variation and all Units subsequently comprised in that Holding, including Units issued or acquired pursuant to that Plan, will participate in that Plan.

### **4.3 Other changes to level of participation**

Subject to Clause 2.3, if a Unitholder increases or decreases the level of participation in a Plan in respect of any Holding to below full participation:

- (a) only the number of Units specified in the Notice of Participation/Variation in respect of that Holding will participate in that Plan;
- (b) if on any Record Date the number of Units comprised in that Holding is less than the number of Units specified in the Notice of Participation/Variation then all of the Units comprised in that Holding will participate in that Plan; and
- (c) any Units comprised in that Holding in excess of the number specified in the Notice of Participation/Variation, whether acquired under that Plan or otherwise, will not participate in that Plan unless the Unitholder further alters the participation level in respect of that Holding in accordance with Clause 4.1.

### **4.4 Termination of participation**

If a Unitholder dies, participation in the Plan in respect of all of that Unitholder's Units will be terminated upon receipt by the Responsible Entity of written notice of the death. If a Unitholder is declared bankrupt or is wound up, participation in the relevant Plan in respect of all of that Unitholder's Units will be terminated upon receipt by the Responsible Entity of a notification of bankruptcy or winding up from the Unitholder or the Unitholder's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding up of one or more joint holders will not automatically terminate participation.

#### **4.5 Reduction or termination of participation where no Notice of Participation/Variation is given**

Where:

- (a) all of the Units in a Holding are participating in a Plan and the Unitholder disposes of some of those Units then, unless the Unitholder advises the Responsible Entity otherwise, the remaining Units in that Holding will continue to participate in that Plan;
- (b) Subject to Clause 2.3, some of the Units in a Holding are participating in a Plan and the Unitholder disposes of some of those Units, then unless the Unitholder advises the Responsible Entity otherwise, the Units disposed of will be deemed to be Units not participating in that Plan. If the number of Units disposed of is more than the number of Units not participating in that Plan, the disposal will be deemed to include all the Holding not participating in that Plan and the balance (if any) will be attributed to Units participating in that Plan; and
- (c) a Unitholder disposes of all Units in a Holding without giving the Responsible Entity a Notice of Participation/Variation, the Unitholder will be deemed to have terminated participation in the relevant Plan in respect of that Holding on the last date on which the Fund registered a transfer or instrument of disposal in relation to that Holding.

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### **5. Operation of the Plan**

#### **5.1 Application of distributions**

Each distribution which is payable to a Unitholder in respect of Plan Units and which is available for payment to the Unitholder will be applied by the Responsible Entity on the Unitholder's behalf in acquiring or subscribing for additional Units.

#### **5.2 Issue or transfer of Units**

The Responsible Entity in its absolute discretion will determine with respect to the operation of a Plan for any distribution whether to issue new Units or to cause the transfer of issued Units to a Unitholder, or to apply a combination of those alternatives, to satisfy the obligations of the Responsible Entity under this Policy. If the Responsible Entity determines to cause the transfer of Units to Unitholders, the Units to be transferred may be acquired in the market in such manner as the Responsible Entity considers appropriate, including by appointment of a nominee or trustee to acquire those Units on behalf of the Unitholder.

#### **5.3 Plan Accounts**

The Responsible Entity will establish and maintain a Plan Account for each Holding in respect of which there are Plan Units. The Fund will, in respect of each distribution payable in respect of each such Holding:

- (a) determine the amount of the distribution payable in respect of the Plan Units in that Holding;
- (b) determine the withholding payments, if any, deductible by the Responsible Entity in respect of the distribution payable on the Plan Units in that Holding, and any other sum the Fund is entitled to retain in respect of those Plan Units;



- (c) credit the amount in Clause 5.3(a) to, and debit any amount in Clause 5.3(b) from, the relevant Plan Account;
- (d) determine the maximum whole number of additional Units which may be acquired under the relevant Plan at the Price by dividing the amount standing to the credit of the relevant Plan Account by the Price and rounding the resulting number to the nearest whole number;
- (e) on behalf and in the name of the Unitholder in respect of the relevant Holding, subscribe for or cause the transfer of the number of additional Units determined under Clause 5.3(d) and debit the relevant Plan Account with the total of the subscription or acquisition price payable in respect of the additional Units issued or acquired;
- (f) No interest will accrue to a Unitholder in relation to any credit balance retained in the relevant Plan Account; and
- (g) issue the Units or cause the Units to be transferred to the Unitholder in respect of the relevant Holding and add the number of Units issued or acquired to the total number of Units comprised in the relevant Holding.

#### **5.4 Fractional entitlements and residual cash balance**

In acquiring such number of additional Units as are calculated pursuant to Clause 5.3(d), a Unitholder participating in a Plan shall not be entitled to any fractional entitlement to any Units nor to receive any payment of any residual cash balance in respect of amounts rounded down pursuant to Clause 5.3(d), and any such residual cash balance shall be eliminated from the relevant Plan Account and shall form part of the property of the Fund.

#### **5.5 Price**

- (a) Units will be transferred or issued under a Plan at the Price, which will be:
  - (i) the Operational Net Trust Value per Unit on the date which is 10 Business Days prior to the Payment Date; or
  - (ii) such other value as determined by the Responsible Entity from time to time.
- (b) The Price will be determined by the Responsible Entity or some other person nominated by the Responsible Entity by reference to information the Responsible Entity approves for the purpose from time to time. Such determination by the Responsible Entity, or some other person nominated by the Responsible Entity, will be binding on all participating Unitholders.

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### **6. Units issued or transferred under the Plan**

#### **6.1 Issues in accordance with the Plan**

Units issued under a Plan will be issued in accordance with that Plan's Constitution and, from the date of issue, will rank equally in all respects with existing Units.

#### **6.2 Application for quotation**

The Responsible Entity will apply for Units issued under the Plan to be quoted on the Trading Platform as soon as practicable after the date of issue.

### **6.3 Timing of issue or transfer**

Units issued or acquired under a Plan will be issued or transferred on, or as soon as practicable after, the relevant distribution payment date and will be registered on the register where the Unitholder's Holding of Units is currently registered. If the Unitholder holds Units on more than one register (one of which is the Fund's principal share register), the Units issued under that Plan will be registered on the principal register unless and until the Unitholder requests otherwise.

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## **7. Plan Statements**

On, or as soon as practicable after, each distribution payment date, the Responsible Entity will send to each Unitholder in respect of each Holding participating in the relevant Plan a statement setting out in respect of that Holding:

- (a) the number of Plan Units in that Holding as at the relevant Record Date;
- (b) the amount of the distribution payable to the Unitholder (less any amounts referred to in Clause 5.3(b)) in respect of those Plan Units;
- (c) the number of Units transferred or issued to the Unitholder under the Plan and the Price of those Units;
- (d) any residual cash balance (if any) arising under clause 5.3(d); and
- (e) the number of Units comprised in the Holding after issue or transfer of those additional Units.

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## **8. Variation, suspension and termination of Plan**

### **8.1 Power to vary, suspend or terminate**

A Plan may be varied, suspended or terminated by the Responsible Entity at any time. The variation, suspension or termination will take effect upon the date specified by the Responsible Entity.

### **8.2 Notice**

The Responsible Entity may give such notice of any variation, suspension or termination of a Plan as it considers appropriate. A variation, suspension or termination of a Plan will not be invalidated by accidental omission to give notice of the variation, suspension or termination to a Unitholder or the non-receipt of any notice by any Unitholder and will not give rise to any liability on the part of, or right or action against, the Responsible Entity or the relevant Fund.

### **8.3 Suspension**

Any suspension of a Plan will continue until such time as the Responsible Entity resolves either to recommence or terminate that Plan. If that Plan is recommenced then elections as to participation in respect of the previously suspended Plan will be valid and have full force and effect in accordance with this Policy for the purposes of the recommenced Plan.

### **8.4 Termination**

Upon termination of a Plan, the Responsible Entity will forward to each Unitholder a statement of the Unitholder's Plan Account as at the date of termination, and the cash balance (if any) shown in the Unitholder's Plan Account at that date.

## **8.5 No Liability**

Any variation, suspension, recommencement or termination of a Plan will not give rise to any liability on the part of, or right of action against, the Responsible Entity nor its Board, officers, employees, representatives or agents.

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## **9. Application and notices**

### **9.1 Form**

Applications and notices to the Responsible Entity must be in writing and in the form prescribed by the Responsible Entity from time to time (or in such other form as the Responsible Entity may accept). In relation to any applications or notices received by the Responsible Entity, the Responsible Entity may:

- (a) accept or reject that application or notice where not properly completed or signed; and
- (b) correct any error in, or omission from, that application or notice, prior to acceptance of that application or notice.

### **9.2 Effective time**

Applications and notices will be effective upon receipt by the Responsible Entity subject to:

- (a) this Policy;
- (b) in the case of applications to participate, acceptance by the Responsible Entity; and
- (c) receipt of the application or notice by the Responsible Entity by 5:00pm on the relevant Record Date for determining entitlements to distributions.

Applications or notices received on or after the relevant Record Date will not be effective in respect of that distribution payment but will be effective from the next relevant Record Date.

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## **10. General**

### **10.1 Commencement and implementation of the Plan**

A Plan will commence on the date determined by the Responsible Entity. Subject to the Constitution of the relevant Fund, the Responsible Entity may implement that Plan in such manner as the Responsible Entity thinks fit and may settle any difficulty which may arise either generally or in a particular case in connection with that Plan as the Responsible Entity thinks fit in its absolute discretion.

### **10.2 Problems and disputes**

Without prejudice to the general powers of the Responsible Entity under the Constitution and this Policy, the Responsible Entity may settle in such manner as the Responsible Entity thinks fit in its absolute discretion any problem or dispute which may arise in connection with, or by reason of, the operation of a Plan, whether generally or in relation to any Unitholder or Holding or any Units and the determination of the Responsible Entity will be conclusive and binding on all Unitholders and other persons to whom the determination relates.

### **10.3 Fund entitled to distributions**

Any distribution payable on Plan Units which a Unitholder has nominated as participating in a Plan and which distribution the relevant Fund is entitled to retain as a result of any lien or

charge in favour of that Fund in accordance with the Constitution or other requirement of law will not be available for the purpose of participating in that Plan.

#### **10.4 Acknowledgements**

By applying to participate in a Plan, each Unitholder:

- (a) acknowledges that neither the Responsible Entity nor the unit registry for that Fund has provided it with investment, financial product, taxation or other advice concerning its decision to apply to participate in that Plan and that neither the Responsible Entity nor the unit registry has any obligation to provide such advice;
- (b) acknowledges that the Responsible Entity may in its absolute discretion reject any Notice of Participation/Variation, without being bound to give any reason for doing so;
- (c) warrants to the Responsible Entity that the offer, issue or transfer of the Units to the Unitholder will not breach any applicable law in a jurisdiction outside Australia; and
- (d) acknowledges that neither the Fund nor the unit registry nor any of their respective officers or employees will be liable or responsible to any Unitholder for any loss or alleged loss or disadvantage suffered or incurred by a Unitholder as a result, directly or indirectly, of the establishment or operation of that Plan or participation in that Plan or the value of Units issued or transferred under that Plan falling or for any losses incurred on sale of Units issued or transferred under that Plan.

#### **10.5 Unitholders to be bound**

Unitholders are at all times bound by this Policy as modified from time to time.

#### **10.6 Costs**

All administration costs of a Plan will be met by the Responsible Entity or the Fund (as determined by the Responsible Entity from time to time). No brokerage, commission or other transaction costs will be payable by any Unitholder in respect of Units issued or acquired under a Plan and no stamp duty or other duties will, under present law, be payable by Unitholders in respect of Units issued or acquired under a Plan.

#### **10.7 Taxation**

Distributions reinvested under a Plan will be assessable for income tax in the same way as cash distributions.

#### **10.8 Governing law**

A Plan, its operation and this Policy will be governed by and construed in accordance with the laws of New South Wales, Australia.

**MAGELLAN ASSET MANAGEMENT LIMITED**  
**REGISTERED MANAGED INVESTMENT SCHEMES**  
**SCHEDULE 1**

<b>Scheme Name</b>	<b>ARSN Code</b>
Magellan Global Equities Fund	603 395 302
Magellan Global Equities Fund (Currency Hedged)	606 840 206
Magellan Infrastructure Fund (Currency Hedged)	612 467 580