



DISTRIBUTION REINVESTMENT PLAN RULES (DRP RULES)

Magellan Core ESG Fund ("MCSE")

ARSN 645 514 110

Magellan Core Infrastructure Fund ("MCSI")

ARSN 646 028 131

Magellan Core Global Fund ("MCSG")

ARSN 645 515 082

Magellan Sustainable Fund ("MSUF")

ARSN 645 516 187

Magellan Global Equities Fund (Currency Hedged) ("MHG")

ARSN 606 840 206

Magellan Infrastructure Fund (Currency Hedged) ("MICH")

ARSN 612 467 580

Airlie Australian Share Fund ("AASF")

ARSN 623 378 487

Magellan High Conviction Trust ("MHHT")

ARSN 634 789 754

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1. DEFINITIONS

In these Rules, 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.

"Cboe" means Cboe Australia Pty Ltd ACN 129 584 667.

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

"DRP Election Date" means the last for elections under the Plan.

"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 the Plan, a notice to increase or decrease the percentage or number (as applicable) of Units in a Holding which are to be subject to the Plan or a notice to terminate a Unitholder's participation in the Plan in respect of any Holding in the form approved by the Responsible Entity from time to time.

"Operational Net Trust Value" has the meaning given to that term or to the term "Net Trust Value" (as applicable) in the Constitution of the relevant Fund.

"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 Funds covered under these Rules 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 percentage or number (as applicable) of Units in that Holding participating in the Plan from time to time.

"Price" means the price at which Units will be issued or acquired under the Plan determined in accordance with Clause 5.4

"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.

"Securities Exchange" means a financial market on which Units are traded operated by either the ASX or Cboe.

"Unit Class Value" has the same meaning as in the Constitution.

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

"Units" means Units in the relevant Fund.

2. PARTICIPATION IN THE PLAN

2.1 General

Participation in the Plan:

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

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 a 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 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 the 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.

2.4 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.

3. APPLICATION TO PARTICIPATE

3.1 Notice of participation

An application to participate in a Plan must be made on a Notice of Participation/Variation or such other form as prescribed by the Responsible Entity from time to time.

3.2 Election

A Unitholder must elect in the Notice of Participation/Variation given in respect of any Holding the percentage or number (as applicable) of Units in that Holding participating in the Plan. If the Notice of Participation/Variation in respect of any Holding does not clearly indicate the level of participation in the Plan, the Responsible Entity may determine, without notice to the Unitholder, such Notice of Participation/Variation to be an application for full participation.

3.3 Limit to participation

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

3.4 Partial Participation

If a Unitholder elects partial participation in respect of a Holding, only the percentage or number (as applicable) 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.

If a Unitholder elects partial participation in respect of a Holding and, in a Notice of Participation/Variation, has specified a number of Units in respect of that Holding that will participate in the relevant Plan:

- a) 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;
- b) 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 Commencement of participation

Subject to clause 9.2, a Unitholder's participation in a Plan in respect of any Holding will commence following receipt by the Fund's unit registry of a duly completed and executed Notice of Participation/Variation in respect of that Holding.

4. VARIATION OR TERMINATION OF PARTICIPATION

4.1 Notice of variation or termination

A Unitholder may at any time give a Notice of Participation/Variation to the relevant unit registry in respect of any Holding:

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

provided that the Fund's unit registry receives a duly completed and executed Notice of Participation/Variation on or before the DRP Election Date, the alteration or termination will take effect for the most current distribution. Otherwise, the alteration or termination takes effect for the next distribution.

4.2 Increase to full participation

If a Unitholder elects to fully participate in the Plan in respect of any Holding, 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 the Plan, will participate in the Plan.

4.3 Other changes to level of participation

If a Unitholder increases or decreases their participation in the Plan in respect of any Holding to below full participation, only the percentage or number (as applicable) of Units specified in the Notice of Participation/Variation in respect of that Holding will participate in the Plan.

If a Unitholder increases or decreases the level of participation in a Plan in respect of any Holding to below full participation and, in a Notice of Participation/Variation, has specified a number of Units in respect of that Holding that will participate in the relevant Plan:

- a) 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
- b) 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 relevant 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 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 the 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 the Plan;
- (b) a percentage or number of the Units in a Holding are participating in the Plan and the Unitholder disposes of some of those Units, then unless the Unitholder advises the Responsible Entity otherwise, the same percentage of Units or number of Units (excluding the disposed number of Units) in a Holding (as applicable) will continue to participate in the Plan; and
- (c) a Unitholder disposes of all Units in a Holding without giving the relevant unit registry a Notice of Participation/Variation, the Unitholder will be deemed to have terminated participation in the Plan in respect of that Holding on the last date on which a Fund registered a transfer or instrument of disposal in relation to that Holding.

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 the 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 these Rules. 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 Funds 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 to be held to the credit of the Plan Account;
- (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 a Fund is entitled to retain in respect of those Plan Units;
- (c) determine the maximum whole number of additional Units which may be acquired under the 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;
- (d) 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(c) 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;
- (e) 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; and
- (f) eliminate any residual debit or credit cash balance from the relevant Plan Account and such amount shall form part of the property of the Fund.
- (g) no interest will accrue to a Unitholder in relation to any credit balance retained in the relevant Plan account.

5.4 Price

- (a) Units will be transferred or issued under the Plan at the Price, which will be:
 - (i) the Operational Net Trust Value per Unit on the date which is the end of each distribution period (generally 30 June or 31 December); 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.

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 the relevant 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 a Plan to be quoted on the Securities Exchange 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.

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 a Holding participating in a 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 relevant Plan and the Price of those Units; and
- (d) the number of Units comprised in the Holding after issue or transfer of those additional Units.

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 Fund.

8.3 Suspension

Any suspension of a Plan will continue until such time as the Responsible Entity resolves either to recommence or terminate the relevant Plan. If a 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 these Rules for the purposes of that 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.

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.

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) these Rules;
- (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 Business Day that:
 - (i) follows the relevant Record Date for determining entitlements to distributions; and
 - (ii) that the Responsible Entity has determined shall be the last day for submitting the Notice of Participation/Variation in respect of any Holding.

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 relevant Constitution, the Responsible Entity may implement a 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 a 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 relevant Constitution and these Rules, 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 Responsible Entity is entitled or required to retain as a result of any lien or charge in favour of that Fund in accordance with the relevant Constitution or other requirement of law will not be available for the purpose of participating in the 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 the 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 Responsible Entity 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 the Plan or participation in the Plan or the value of Units issued or transferred under the Plan falling or for any losses incurred on sale of Units issued or transferred under the Plan.

10.5 Unitholders to be bound

Unitholders are at all times bound by:

- (a) these Rules; and
- (b) the Constitution of the relevant Fund as modified from time to time.

10.6 Costs

All administration costs of a Plan will be met by the Responsible Entity in its personal capacity or out of 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 the 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

The Responsible Entity takes no responsibility for the taxation liabilities of Unitholders participating in the Plan and as individual circumstances may vary considerably, Unitholders should obtain their own specific taxation advice with respect to a Plan.

10.8 Governing law

A Plan, its operation and these Rules 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

Scheme Name	ARSN Code
Magellan Core ESG Fund ("MCSE")	645 514 110
Magellan Core Infrastructure Fund ("MCSI")	646 028 131
Magellan Core Global Fund ("MCSG")	645 515 082
Magellan Sustainable Fund ("MSUF")	645 516 187
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