

Appendix 3C

Announcement of buy-back (except minimum holding buy-back)

Information and documents given to ASX become ASX's property and may be made public.

Introduced 1/9/99. Origin: Appendix 7B. Amended 13/3/2000, 30/9/2001, 11/01/10

Name of entity	ABN/ARSN
Moelis Australia Limited	68 142 008 428

We (the entity) give ASX the following information.

Information about buy-back

1	Type of buy-back	Selective buy-back
2	⁺ Class of shares/units which is the subject of the buy-back (eg, ordinary/preference)	Ordinary shares
3	Voting rights (eg, one for one)	One for one
4	Fully paid/partly paid (and if partly paid, details of how much has been paid and how much is outstanding)	Fully paid
5	Number of shares/units in the ⁺ class on issue	155,641,070
6	Whether shareholder/unitholder approval is required for buy-back	Yes – shareholder approval will be sought at a general meeting of the Company, details of which will be released in due course.
7	Reason for buy-back	See the announcement by the Company on the date of this Appendix 3C.

⁺ See chapter 19 for defined terms.

- | | |
|--|---|
| 8 Any other information material to a shareholder's/unitholder's decision whether to accept the offer (eg, details of any proposed takeover bid) | See the announcement by the Company on the date of this Appendix 3C and Annexure A to this Appendix 3C (which contains a summary of the material terms of the buy-back agreement).

Further information will be provided to shareholders in the notice of the meeting and accompanying explanatory memorandum and independent expert's report on the terms of the buy-back. |
|--|---|

On-market buy-back

- | | |
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| 9 Name of broker who will act on the company's behalf | N/A |
| 10 Deleted 30/9/2001. | |
| 11 If the company/trust intends to buy back a maximum number of shares - that number

Note: This requires a figure to be included, not a percentage. | N/A |
| 12 If the company/trust intends to buy back shares/units within a period of time - that period of time; if the company/trust intends that the buy-back be of unlimited duration - that intention | N/A |
| 13 If the company/trust intends to buy back shares/units if conditions are met - those conditions | N/A |

Employee share scheme buy-back

- | | |
|--|-----|
| 14 Number of shares proposed to be bought back | N/A |
| 15 Price to be offered for shares | N/A |

Selective buy-back

- 16 Name of person or description of class of person whose shares are proposed to be bought back Moelis & Company International Holdings LLC
- 17 Number of shares proposed to be bought back 8,000,000
- 18 Price to be offered for shares AUD\$27,200,000 being AUD\$3.40 per share

Equal access scheme


- 19 Percentage of shares proposed to be bought back N/A
- 20 Total number of shares proposed to be bought back if all offers are accepted N/A
- 21 Price to be offered for shares N/A
- 22 ⁺Record date for participation in offer N/A
Cross reference: Appendix 7A, clause 9.

Compliance statement

1. The company is in compliance with all Corporations Act requirements relevant to this buy-back.

or, for trusts only:

1. The trust is in compliance with all requirements of the Corporations Act as modified by Class Order 07/422, and of the trust's constitution, relevant to this buy-back.
2. There is no information that the listing rules require to be disclosed that has not already been disclosed, or is not contained in, or attached to, this form.

Sign here: 
..... Date: 3 September 2019
(Company secretary)

Print name: Peter Dixon

⁺ See chapter 19 for defined terms.

Annexure A

Company Name: Moelis Australia Limited

ABN: 68 142 008 428

This is Annexure "A" of 2 pages referred to in the Appendix 3C lodged with ASX and dated 3 September 2019.

1 Overview

Moelis Australia Limited (**Company**) has entered into a conditional buy-back agreement with Moelis & Company International Holdings LLC (**Seller**) in relation to a selective buy-back of certain shares in the Company held by the Seller (**Buy-Back Agreement**).

This Annexure A contains a summary of the material terms of the Buy-Back Agreement.

2 Buy-back and consideration

Under the Buy-Back Agreement, the Company has agreed to undertake a selective buy-back of 8,000,000 of the Seller's shares (**Transfer Shares**), subject to the conditions set out in section 3 below.

The consideration for the buy-back of the Transfer Shares is AUD\$27,200,000, being AUD\$3.40 per share. Completion is subject to the satisfaction or waiver of the conditions in section 3 below, and the consideration is payable by the Company in cash on completion.

3 Conditions precedent

The Buy-Back Agreement is subject to the satisfaction or waiver of the following conditions precedent:

- (a) shareholders of the Company (other than the Seller) approving the buy-back by the requisite majorities for the purposes of section 257D(1)(a) of the Corporations Act 2001 (Cth) (Corporations Act) and Listing Rule 10.1; and
- (b) an independent expert concluding that the buy-back is fair and reasonable to shareholders of the Company (other than the Seller and its associates).

If these conditions precedent are satisfied or, if applicable, waived, completion of the buy-back is expected to occur in November 2019.

The Company has undertaken to use reasonable endeavours to satisfy the conditions precedent expeditiously.

4 Representations and warranties

Under the Buy-Back Agreement, the Company and the Seller give standard mutual warranties as to their status, authority, and solvency, the binding nature of the agreement and that, as at the date of the agreement, they are not in possession of any 'inside information' within the meaning given in Part 7.10, Division 3 of the Corporations Act.

In addition, the Seller represents and warrants to the Company that:

- (a) immediately prior to completion, the Seller is the legal and beneficial owner of the Transfer Shares and will be able to sell the Transfer Shares to the Company free from all encumbrances;
- (b) the Transfer Shares will be sold free from all encumbrances and together with the rights attaching to them; and

⁺ See chapter 19 for defined terms.

- (c) other than as provided in the Buy-Back Agreement, the Seller will not deal with the Transfer Shares in any way until completion of the buy-back.

5 Termination

The Buy-Back Agreement may be terminated by either party if:

- (a) the conditions precedent set out in section 3 above are not satisfied by 29 November 2019;
- (b) a majority of the board of directors of the Company change their recommendation that shareholders vote in favour of the buy-back because of a change in conclusion by the independent expert; or
- (c) there is a material breach of a warranty by the other party.

Signed by
Peter Dixon
Company Secretary, Moelis Australia Limited



Date: 3 September 2019

⁺ See chapter 19 for defined terms.