

# Fax

29 October 2014

**to** Oil Search Limited +675 322 5566  
Ground Floor  
Credit House  
Cuthbertson Street  
Port Moresby  
Papua New Guinea

**cc** Port Moresby Stock Exchange Limited +675 320 1981  
P.O. Box 1531  
Level 4, Defence Haus  
Port Moresby  
National Capital District  
Papua New Guinea

Securities Commission of Papua New Guinea

Securities.commission@ipa.gov.pg

**subject** **Notice of Change in Substantial Shareholding for Oil Search Limited**

Dear Sir / Madam

We refer to the substantial shareholder disclosure filed for Oil Search Limited for Trade Date 8 October 2014 lodged on the 14 October 2014 with a relevant interest in voting securities of 14.45%.

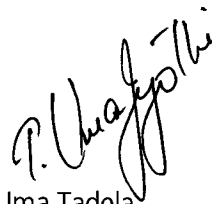
Following a review of UBS AG's relevant interests, we have identified irregularities in the aggregation of Oil Search Limited shares. As a result, we have attached an updated Notice of Change in Substantial Shareholding notice (Form 4) with the correct information as at 8 October 2014. Please kindly disregard the previous disclosure.

Please do not hesitate to contact us should you require any further information.

UBS AG



Wuen-Yi Toh  
Authorised Signatory  
UBS AG, Singapore Branch



Uma Tadela  
Authorised Signatory  
UBS AG, Singapore Branch

# Securities Act 1997

## FORM 4

Act, Section 116(2)

### NOTICE OF CHANGE IN SUBSTANTIAL SHAREHOLDING

*Note: To be given to the company, the stock exchange on which it is listed and the Securities Commission by a person who is a substantial shareholder where there is a change of 1% or more in the relevant interests of the person. This form must be given within two days after the person becomes aware of the change. Use a separate form for each substantial shareholder that has a change of 1% or more in their relevant interests. Use a Form 5 where the person ceases to be a substantial shareholder as a result of the change.*

1. Name of listed company. **Oil Search Limited**

*Note: Insert the name of the listed company in which the substantial shareholding is held.*

2. Name of stock exchange. **Port Moresby Stock Exchange Limited,  
Australia Stock Exchange**

*Note: Insert the name of the stock exchange on which the company is listed.*

3. Details of person that is a substantial shareholder.

Given names (natural persons only)	Surname or corporate name and registration number, if applicable	Residential address or address of registered office	Postal address
N/A	UBS AG	Bahnhofstrasse 45, 8001 Zurich Switzerland	Singapore Branch, One Raffles Quay, #50-01 North Tower, Singapore 048583

4. Date of change in relevant interests **8 October 2014**

*Note: Insert the date of the change of the relevant interest of the person named in Item 3 in the listed company in Item 1, not the date on which the person became aware of the change.*

5. Date of last notice given by substantial shareholder **11 July 2014**

*Note: Insert the date on which the person named in Item 3 last gave a notice in accordance with Section 115, 116 or 117 of the Act in relation to the voting shares i.e. a Form 3, 4 or 5.*

**6. Voting shares in which a relevant interest is held.**

	Number of shares	% of shares in company.
Voting shares before the change	<b>202,523,375</b>	<b>13.33%</b>
Voting shares after the change	<b>206,303,686</b>	<b>13.55%</b>

*Note: Insert the number and percentage of voting shares in which the person has a relevant interest, before and after the date in Item 5. The terms "voting shares" and "relevant interest" are defined in Sections 112—114 of the Act.*

**7. Total number of voting shares issued by the listed company.**

<b>1,522,692,587</b>
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*Note: Insert the total number of voting shares issued by the listed company used for the purpose of calculating the percentages in Item 6.*

**8. Particulars of relevant interests after the change.**

Class of voting shares in which relevant interest now held	Name(s) of registered holder(s)	Brief description of the nature of the relevant interests in the voting shares	Brief description of the transaction under which the relevant interests changed e.g. purchase / sale on stock exchange	Number of voting shares affected by the transaction	The consideration for the transaction (Kina)	Name of the other party to the transaction (if known) *	The consideration for the transaction
Ordinary	UBS AG	Fund Manager with power to exercise control over voting shares	Ordinary course transaction (e.g. stock exchange transactions) entered into for portfolio management purposes	53,560 shares	Refer to Annexure F (Australian Dollars only)	N/A	Refer to Annexure F
Ordinary	UBS Fund Management (Switzerland) AG	Fund Manager with power to exercise control over voting shares	Ordinary course transaction (e.g. stock exchange transactions) entered into for portfolio management purposes	184,320 shares	Refer to Annexure F (Australian Dollars only)	N/A	Refer to Annexure F
Ordinary	UBS Fund Services (Luxembourg) SA	Fund Manager with power to exercise control over voting shares	Ordinary course transaction (e.g. stock exchange transactions) entered into for portfolio management purposes	1,948,441 shares	Refer to Annexure F (Australian Dollars only)	N/A	Refer to Annexure F

Ordinary	UBS Global Asset Management (Australia) Ltd	Fund Manager with power to exercise control over voting shares	Ordinary course transaction (e.g. stock exchange transactions) entered into for portfolio management purposes	14,018,406 shares	Refer to Annexure F (Australian Dollars only)	N/A	Refer to Annexure F
Ordinary	UBS Global Asset Management Life Limited.	Fund Manager with power to exercise control over voting shares	Ordinary course transaction (e.g. stock exchange transactions) entered into for portfolio management purposes	215,785 shares	Refer to Annexure F (Australian Dollars only)	N/A	Refer to Annexure F
Ordinary	UBS Global Asset Management (Singapore) Ltd	Fund Manager with power to exercise control over voting shares	Ordinary course transaction (e.g. stock exchange transactions) entered into for portfolio management purposes	7,649 shares	Refer to Annexure F (Australian Dollars only)	N/A	Refer to Annexure F
Ordinary	UBS Global Asset Management (UK) Limited	Fund Manager with power to exercise control over voting shares	Ordinary course transaction (e.g. stock exchange transactions) entered into for portfolio management purposes	1,633,474 shares	Refer to Annexure F (Australian Dollars only)	N/A	Refer to Annexure F
Ordinary	UBS AG Australia Branch	Prime Broker with power to control the exercise of the power to dispose of shares (see Annexure E)	These holdings are held by UBS AG Australia Branch on behalf of Prime Brokerage clients	21,744,651 shares	Refer to Annexure F (Australian Dollars only)	Refer to Annexure E-1	Refer to Annexure F
Ordinary	UBS AG London Branch	Prime Broker with power to control the exercise of the power to dispose of shares (see Annexure E)	These holdings are held by UBS AG London Branch on behalf of Prime Brokerage clients	220,636 shares	Refer to Annexure F (Australian Dollars only)	Refer to Annexure E-1	Refer to Annexure F
Ordinary	UBS AG London Branch	Beneficial Owner	Ordinary course transactions (e.g. on market purchases)	145,442 shares	Refer to Annexure F (Australian Dollars only)	N/A	Refer to Annexure F
Ordinary	UBS Securities Australia Ltd	Beneficial Owner	Ordinary course transactions (e.g. on market purchases)	11,077,161 shares	Refer to Annexure F (Australian Dollars only)	N/A	Refer to Annexure F
Options	UBS Securities Australia Ltd	Beneficial Owner	Ordinary course transactions (e.g. on market purchases)	2,974,400 shares	Refer to Annexure F (Australian Dollars only)	N/A	Refer to Annexure F
Ordinary	UBS Wealth Management Australia Ltd	Broker with power to exercise discretion over account	Discretionary client accounts	2,689,517 shares	Refer to Annexure F (Australian Dollars only)	N/A	Refer to Annexure F
Ordinary	UBS Nominees Pty Ltd	See Section 11 below	See Section 11 below	137,012,250 shares	A\$ 1,123,500,450 (Australian Dollars only)	Independent State of Papua New Guinea	N/A
Ordinary	Independent State of Papua New Guinea	See Section 11 below	See Section 11 below	12,377,994 shares	A\$ 101,499,550.80 (Australian Dollars only)	Independent State of Papua New Guinea	N/A

\* *This information is not required where the transaction took place on a stock exchange. Otherwise, if not known, insert "unknown".*

*Note: Where there is insufficient space on the form to supply the information required, use additional forms or annex a separate sheet in the same format containing the information.*

**9. Details of other person(s) giving a notice for the same transaction.**

Given names (natural persons only)	Surname or corporate name and registration number, if applicable	Residential address or address of registered office	Postal address
N/A			

*Note: If known, insert the name and address of any other person(s) believed to have given, or to be intending to give, notice, whether a Form 3, 4 or 5, in relation to the transaction to which this notice relates. If not known, insert, "unknown".*

**10. Details of any associate with a relevant interest in the voting shares after the change.**

Given names (natural persons only)	Surname or corporate name and registration number, if applicable	Residential address or address of registered office	Postal address
N/A	<b>See item 8</b>	Details of all UBS offices can be found through the following link: <a href="http://apps2.ubs.com/locationfinder/">http://apps2.ubs.com/locationfinder/</a>	

Nature of Association:

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Details of Relevant Interest of Associate:

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*Note: Provide the name and address of each associate of the person submitting this notice who has a relevant interest in voting shares in the company, and the nature of the association with the associate and the details of the relevant interest of the associate.*

**11. Prescribed particulars of any agreement under which substantial shareholding acquired.**

Date of any agreement	Material terms of any agreement (whether written or oral)
12 March 2014	<p>The agreement under which UBS AG, Australia Branch (<b>UBS</b>) has acquired the relevant interests disclosed above in this Notice, as security for the finance arranged and provided by UBS, to the Independent State of Papua New Guinea (the <b>State</b>) under a bridge loan facility and an equity derivative financing, is constituted by the following documents:</p> <ul style="list-style-type: none"> <li>(a) Nominee Deed between the State, UBS, UBS Nominees Pty Ltd and UBS Securities Australia Pty Ltd (the <b>Nominee Deed</b>);</li> <li>(b) Specific Security Deed (CHESS Securities) between the State and UBS Nominees Pty Ltd;</li> <li>(c) Specific Security Deed (CHESS Securities - Collar) between the State and UBS Nominees Pty Ltd; and</li> <li>(d) 1995 ISDA Credit Support Annex, together with the agreed Elections and Variables in Paragraph 11 (the <b>CSA</b>).</li> </ul> <p>The material terms of the agreement giving rise to the relevant interests disclosed above in this Notice are summarised as follows.</p> <p>Under the Nominee Deed, UBS Nominees Pty Ltd acquired 137,012,250 shares in Oil Search Limited on trust for the State and to be transferred, dealt with or otherwise disposed of as the State may direct. UBS Securities Australia Limited is a party to this Deed as a market participant under the ASX Settlement Operating Rules.</p> <p>Separately, the State acquired in its own name 12,377,994 shares in Oil Search Limited.</p> <p>Under the two Specific Security Deeds, the State created security interests in the nature of fixed charges over the shares acquired in Oil Search Limited as follows:</p> <ul style="list-style-type: none"> <li>(i) under the Deed referred to at (b) above, a security interest over 12,377,994 in favour of UBS Nominees Pty Ltd (as Security Trustee for UBS as the initial lender under the bridge loan facility, the Arranger and the Facility Agent, and any other parties which may subsequently participate in the facility as lenders) to secure all amounts of moneys payable or owing under the bridge loan facility or any of the other transaction documents; and</li> <li>(ii) under the Deed referred to at (c) above, a security interest over any shares in Oil Search Limited held by UBS Nominees Pty Ltd as trustee for the State pursuant to the Nominee Deed, in favour of UBS to secure all amounts of money payable or owing under the equity derivative financing.</li> </ul> <p>Under the CSA, the title to the shares in Oil Search Limited which are the subject of the equity derivative financing and were initially held on trust for the State under the Nominee Deed were transferred to UBS as</p>

	<p>eligible credit support for the financial obligations of the State under the equity derivative financing, and UBS has an obligation to transfer equivalent credit support (being shares in Oil Search Limited) back to the State upon settlement of the equity derivative financing.</p> <p>UBS Nominees Pty Ltd and UBS Securities Australia Limited are both wholly owned subsidiaries of UBS and therefore bodies corporate which are related to UBS. As a result, any relevant interest in the shares of Oil Search Limited which either of those companies may have as a result of the agreement and documents summarised above is also a relevant interest for UBS in the shares of Oil Search Limited and have been treated as such in this Notice.</p>
<p>Other transactions undertaken pursuant to agreements entered into under market standard forms.</p>	


*Note: Provide the details of the material terms of any agreement, whether written or oral and the details of the material terms of any relevant agreement through which a relevant interest, the subject of the notice, was changed. True copies of the documents must be submitted with this form.*

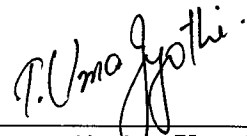
**12. The following documents must be submitted with this form**

- A. A true copy of any document setting out the material terms of any agreement that:-
  - (a) contributed to the person having to submit this form;
  - (b) is in writing or in a document in which the material terms of an oral agreement have been reduced to writing in accordance with Section 40(5)(c) of the Regulation; and
  - (c) is readily available to the person submitting the notice; or
- B. Where a document in Paragraph A is not readily available to the person submitting this form, a memorandum in writing detailing the material terms of the document.  
The number of pages that accompany, or are annexed to, this notice is N/A.

**13. Declaration**

I declare that to the best of my knowledge and belief the information in this form is true and correct.

Signature:   
 Full Name of Person Signing: **Wuen-Yi-Toh**  
 Role: **Authorized Signatory**  
 Date: **29 October 2014**

Signature:   
 Full Name of Person Signing: **Uma Tadela**  
 Role: **Authorized Signatory**

*Note: Where this notice is given by a body corporate it must be signed by a director or secretary who is authorised by the board of the body corporate to give the notice. Initials are not sufficient for the full name of the person signing this form.*

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## **Nominee Deed**

**Independent State of Papua New Guinea**

**UBS AG, Australia Branch**

ABN 47 088 129 613

**UBS Nominees Pty Ltd**

ABN 32 001 450 522

**UBS Securities Australia Limited**

ABN 62 008 586 481

Project Kumul

12 March 2014



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**THIS DEED** is made on 12 March 2014

**BETWEEN**

- (1) **Independent State of Papua New Guinea (State)**
- (2) **UBS AG, Australia Branch** ABN 47 088 129 613 (**UBS**)
- (3) **UBS Nominees Pty Ltd** ABN 32 001 450 522 (**Nominee**)
- (4) **UBS Securities Australia Limited** ABN 62 008 586 481 (**Participant**)

**RECITALS**

The Nominee agrees to act on the terms set out in this deed as trustee for the State.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

Unless otherwise defined in this deed, or unless the context otherwise requires, capitalised terms and expressions used in this deed have the respective meanings given to them in the Confirmation (including by reference to one or more other documents). The following definitions also apply in this deed.

**Amounts Payable** means all amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by the State to UBS on any account at any time (whether present or future, actual or contingent) under or in connection with the Equity Derivative Financing Documents or the transactions which they contemplate.

**ASIC** means the Australian Securities and Investments Commission.

**ASX Settlement** means ASX Settlement Pty Ltd (ABN 49 008 504 532).

**ASX Settlement Operating Rules** means the operating rules of the clearing and settlement facility operated by ASX Settlement.

**Beneficial Interest** means the beneficial interest of the State in the Trust Property.

**Confirmation** means the long-form confirmation in respect of a step collar derivative transaction dated on or about the date of this deed between UBS and the State.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Encumbrance** means:

- (a) a security interest that is subject to the PPS Act;
- (b) any other mortgage, pledge, lien or charge;
- (c) an easement, restrictive covenant, caveat or similar restriction over property; or
- (d) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property,

in each case, whether existing or agreed to be granted or created.

**Government Agency** means a government or government department, or governmental or semi-governmental person and a person (whether autonomous or not) charged with administration of any applicable law and includes without limitation the Australian Tax Office and any revenue authority of Papua New Guinea.

**GST** has the same meaning as given to that term in the GST Law.

**GST Law** has the meaning given to the term "GST law" in *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

**Indemnified Party** means:

- (a) the Nominee;
- (b) UBS; and
- (c) any successor, substitute or assign of any of the above.

**Nominee** means the trustee of the Trust from time to time being UBS Nominees Pty Ltd (ABN 32 001 450 522) at the date of this deed.

**Payment Undertaking** has the meaning given to that term in clause 4.1 (*Payment undertaking*).

**PPS Act** means the *Personal Property Securities Act 2009* (Cth).

**Tax** includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding which is levied or imposed by a Government Agency including GST, and any related interest, penalty, charge, fee or other amount, excluding stamp duty payable on this deed, or on the transfer of property to or by UBS or the Nominee.

**Tax Invoice** means a tax invoice complying with the requirements of any law about GST.

**Trust** means the trust constituted under this deed.

**Trust Property** means the sum of A\$10 and all other property transferred to and held by the Nominee pursuant to this deed from time to time (including any Shares) and all related rights, benefits and interests.

**UBS Entity** means UBS and any of its related bodies corporate.

## 1.2 Interpretation - references

Unless the contrary intention appears, a reference in this deed to:

- (a) **(variations or replacements)** a document (including this deed) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this deed;
- (c) **(reference to statutes)** a statute, ordinance, code or other law or the ASX Settlement Operating Rules includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);

- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (i) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually except that the obligations of UBS and the Nominee under this deed are several and not joint;
- (j) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (k) **(meaning not limited)** the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (l) **(time of day)** a date or time is a reference to a date or time in Sydney;
- (m) **(next Business Day)** under this deed if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day;
- (n) **(headings)** headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed; and
- (o) **(definitions)** a word or phrase defined in the Corporations Act or ASX Settlement Operating Rules, has the same meaning in this deed.

## 2. **DECLARATION**

### 2.1 **Declaration of Trust**

The Nominee declares that it holds each item of Trust Property as a trustee on the terms of this deed on trust for the State solely.

Subject to this deed, the Nominee undertakes to the State that it will:

- (a) transfer, deal with or otherwise dispose of the Trust Property as the State may direct and not otherwise; and
- (b) recognise the right of the State to dividends or distributions on Trust Property and will account to the State or as the State may direct for all Income or other distributions paid or made from time to time in respect of the Trust Property; and
- (c) deliver promptly or procure the transfer on demand to the State, or as it may direct, legal title to the Trust Property.

## 2.2 **Present entitlement**

The State is presently entitled to and has an absolute vested and indefeasible interest in the income of the Trust.

## 2.3 **Termination**

The Trust under this deed will terminate on the earlier of:

- (a) the date 80 years from the date of this deed; and
- (a) any earlier date determined by the Nominee in its absolute discretion with the consent of UBS.

## 2.4 **No disposal**

- (a) Except as expressly permitted by this deed, neither the Nominee nor the State shall dispose of any Trust Property during the continuation of the Trust.
- (b) In consideration for the transactions contemplated under the Equity Derivative Financing Documents, the State gives to UBS, and UBS has, irrevocable authority to give to the Nominee, on behalf of the State, such direction and instructions as to the disposal of Trust Property as the State is entitled to give under this deed. Without limiting the generality of this paragraph (b), this includes any such direction and instructions as to the disposal of Trust Property following UBS or any agent on its behalf appointing any controller or taking possession of any of the State's property (or any analogous event occurring under the law of any applicable jurisdiction).

## 2.5 **Beneficial interest**

- (a) The State is absolutely entitled pursuant to this deed as against the Nominee to the Trust Property.
- (b) The State must forebear from requiring the transfer of Trust Property to it or its nominee (other than the Nominee) prior to the termination date of the Trust.

## 2.6 **Liability of Indemnified Parties**

To the extent permitted by law, no Indemnified Party will be liable in respect of any conduct, delay, negligence or breach of duty in the exercise or non-exercise of any power, nor for any loss (including direct and indirect, economic and consequential loss) which results, except where it arises from fraud, gross negligence, or wilful misconduct by or on behalf of the Indemnified Party.

## 2.7 **Encumbrances**

- (a) The Nominee and the State must not create, or take or omit to take any action to permit to exist, any Encumbrance or other third party interest (other than an Encumbrance or third party interest created under an Equity Derivative Financing Document) over or in respect of any Trust Property or any interest in the Trust Property. Any such Encumbrance or other third party interest shall be invalid and unenforceable as between and/or against UBS, the Nominee and the State (or any person claiming under or through any of them).
- (b) Each of the Nominee and the State represents and warrants to UBS that no Trust Property is subject to any Encumbrance or other third party interest created by it (other than an Encumbrance or third party interest created under an Equity Derivative Financing Document).

### 3. VOTING AT MEETINGS OF THE ISSUER

#### 3.1 Request

- (a) If the State is, or would be, eligible to vote at the meeting of members of the Issuer:
- (i) at the record time for the members' vote; and
  - (ii) during the time when the Shares are proposed to be held by the Nominee in accordance with this clause 3 (*Voting at meetings of the Issuer*),
- and provided that:
- (iii) no Event of Default or Termination Event has occurred in respect of the State; and
  - (iv) an Ex-Distributions Date in respect of the Shares is not scheduled or anticipated to occur during the time when the Shares are proposed to be held by the Nominee in accordance with this clause 3 (*Voting at meetings of the Issuer*),

then the State may request in writing, at least 10 Business Days prior to the proposed transfer date, that UBS transfers to the Nominee a specified number of Shares which Shares must not exceed the number of Shares in the Collateral Balance of the State at the time of the request.

- (b) UBS will use its best commercial efforts (as determined by UBS) to comply with a written request from the State under paragraph (a), subject to the terms of the Equity Derivative Financing Documents.
- (c) The State must pay to UBS the stock borrow cost incurred by UBS to procure the delivery of Shares to be held by the Nominee, by no later than the third Business Day after the Shares are transferred to UBS as contemplated under clause 3.3 (*Transfer of Shares back to UBS*). The borrow cost shall be calculated on no more than the Delta Quantity of Shares.
- (d) To the fullest extent permitted by law, UBS has and is under no liability (whether in negligence or otherwise) to the State or the Nominee for any costs, liabilities, losses or expenses incurred or suffered by the State or the Nominee in connection with or relating to any ability or inability of the Nominee or the State to cast any vote at any meeting of members (or a class of members) of the Issuer if Shares are not delivered to the Nominee as contemplated by this clause 3 (*Voting at meetings of the Issuer*).

#### 3.2 Voting

In respect of any Shares comprised in the Trust Property:

- (a) subject to paragraph (b), the Nominee shall not cast any vote at any meetings of members (or a class of members) of the Issuer; and
- (b) the State may direct the Nominee to cast a vote at any meeting of members (or a class of members) of the Issuer in respect of any such Shares, in which case the Nominee must vote in accordance with the direction of the State.

### 3.3 Transfer of Shares back to UBS

- (a) The State acknowledges and agrees that for so long as any Shares are held by the Nominee, the State has an outstanding obligation to re-deliver Equivalent Credit Support under the terms of the Confirmation.
- (b) Accordingly, the parties acknowledge and agree that the Shares are to be held by the Nominee for the shortest period of time necessary to give the State the entitlement to direct the Nominee in accordance with clause 3.2 (*Voting*) to vote at the meeting of members referred to in clause 3.1 (*Request*). The State hereby irrevocably and unconditionally instructs and directs the Nominee to transfer to UBS (which transfer is undertaken in the ordinary exercise of the Nominee's lien as trustee) all Shares held by the Nominee as soon as practicable and in any event within one Business Day after the record time for the member's vote.
- (c) Without limiting clause 3.1(a) or the other provisions of this clause 3.3 (*Transfer of Shares back to UBS*), if an Ex-Distributions Date for the Shares is scheduled or anticipated to occur at any time while the Shares are held by the Nominee, then the State hereby irrevocably and unconditionally instructs and directs the Nominee to transfer to UBS (which transfer is undertaken in the ordinary exercise of the Nominee's lien as trustee) all Shares held by the Nominee as soon as practicable and in any event prior to the relevant Ex-Distributions Date in respect of the Shares.
- (d) All Shares transferred to UBS in accordance with this clause 3.3 (*Transfer of Shares back to UBS*) will constitute the delivery of Eligible Credit Support under and for the purposes of the Confirmation.
- (e) The State must indemnify the Indemnified Parties against, and must pay to the Indemnified Parties on demand the amount of, all costs, liabilities, losses or expenses incurred by an Indemnified Party in respect of any delay in transfer of the Shares caused directly or indirectly by the State.
- (f) If, notwithstanding and without limiting paragraph (c):
  - (i) the Shares are held by the Nominee on an Ex-Distributions Date of a Distribution declared or resolved to be paid or made in respect of the Shares; and
  - (ii) the Nominee receives any Distribution,then the State agrees that:
  - (iii) the Nominee shall deliver to UBS, or pay to UBS an amount equal to, the entirety of such Distribution received from the Issuer by no later than the second Business Day after the making of such Distribution by the Issuer; and
  - (iv) the provisions of the Confirmation in respect of Distributions in respect of Shares shall apply, as if the Shares remained held by UBS pursuant to the terms of the Confirmation, and with any other necessary changes.

The State hereby irrevocably and unconditionally instructs and directs the Nominee to make each such payment contemplated by this paragraph (f).



#### 4. **UNDERTAKING**

##### 4.1 **Payment undertaking**

At any time while the Trust Property consists of Shares, the Nominee indemnifies UBS against, and must pay to UBS on demand, the amount of all Amounts Payable (**Payment Undertaking**). The Payment Undertaking is a continuing indemnity and will (subject to the Nominee's limitation of liability in clause 7.2 (*Limitation of liability and obligations*)) extend to the ultimate balance of sums payable by the State under the Equity Derivative Financing Documents, regardless of any intermediate payment or discharge in whole or in part.

##### 4.2 **State undertakings**

The State agrees:

- (a) to comply with all obligations affecting the Trust Property and pay on time all amounts for which the holder of the Trust Property is liable, including calls, instalments and Taxes;
- (b) at UBS's request in its discretion, to take up any rights attaching to Trust Property;
- (c) to promptly provide to UBS on request any information which UBS reasonably requests about the Trust Property or anything in relation to it; and
- (d) not to provide any instructions to the Nominee relating to the Trust Property that are inconsistent with this deed or any other Equity Derivative Financing Document.

##### 4.3 **Nominee undertakings**

The Nominee and the State each acknowledges and agrees for the benefit of UBS in respect of each Share comprised in the Trust Property that:

- (a) the Nominee will not comply with instructions given by the State without seeking the consent of UBS except as expressly contemplated under clause 3 (*Voting at meetings of members*); and
- (b) the Nominee must comply with instructions (including instructions to transfer the Shares) given by UBS in accordance with the Equity Derivative Financing Documents without seeking the consent of the State.

#### 5. **POWERS AND DUTIES OF THE NOMINEE**

##### 5.1 **Limitations**

The Nominee shall have no powers, duties, rights or discretions in respect of the Trust except those expressly set out in this deed. In particular the Nominee shall have no power to dispose of Trust Property otherwise than in accordance with this deed.

##### 5.2 **Transfer of Property**

Any power or duty of the Nominee to transfer any property under this deed (including the transfer of Trust Property) may be exercised or satisfied by instructing the Participant to transfer or dispose of the relevant property and/or posting or delivering to the registered address of the recipient an instrument of transfer of the relevant property in addition to any other mechanism or process permitted by law. Compliance by the Nominee with this clause will be a complete discharge of the Nominee's obligations with respect to the transfer of the relevant property.

### 5.3 **Directions of the Court**

UBS and/or the Nominee and/or the State may apply to a court for directions as to any matter arising in connection with the exercise of the powers and functions of UBS and/or the Nominee and/or the State under this deed, and the applicant shall not be responsible for any delay arising as a result.

### 5.4 **Knowledge of the Nominee**

The Nominee will only be considered to have knowledge, awareness or notice of a thing, or grounds to believe any thing, by virtue of the officers of the Nominee having day to day responsibility for the administration of the Trust having actual knowledge, actual awareness or actual notice of that thing, or grounds to believe that thing (and similar references will be interpreted in this way).

## 6. **OBLIGATIONS OF THE NOMINEE**

### 6.1 **Extent of discretion**

The Nominee need not:

- (a) act except when required to do so by this deed and then at the discretion of the Nominee as to the manner and time of acting; or
- (b) consult with the State before acting or giving any consent, approval or agreement or making any determination under this deed except where this deed expressly provides otherwise (including under clause 3.2 (*Voting*)).

### 6.2 **In funds**

The Nominee shall not act or fail to act if by doing so it will knowingly incur any material liability for which it is not satisfied that it is sufficiently indemnified from the Trust Property or otherwise.

### 6.3 **No responsibility for deed**

The Nominee has no responsibility for the form or contents of this deed or any other Equity Derivative Financing Document and will have no liability arising as a result of or in connection with any inadequacy, invalidity or unenforceability of any provision of this deed or any other Equity Derivative Financing Document.

### 6.4 **Exclusion of further obligations**

Despite any provision of this deed, the Nominee:

- (a) is not required to do or omit to do anything or incur any liability unless the Nominee's liability is limited in a manner satisfactory to the Nominee;
- (b) will not be under any obligations to advance or use its own funds for the payment of any costs, expenses or facilities;
- (c) will have no liability for the acts or omissions of any brokers or other agents whose acts or omissions are not reasonably capable of supervision by the Nominee;
- (d) has no responsibility for the performance by UBS and/or the State of their obligations under or in connection with this deed, the Trust Property, and the Nominee will have no liability arising as a result of or in connection with any act or omission of UBS and/or the State; and

- (e) will have no obligations to prepare accounts or tax returns in respect of the Trust.

#### 6.5 **Set Off**

The Nominee may set off or withhold any amount payable to it by UBS and/or the State against or from any amount payable by the Nominee to UBS and/or the State (as the case may be).

### 7. **LIMITATION OF LIABILITY**

#### 7.1 **Indemnity**

- (a) The Nominee:
  - (i) is fully indemnified out of the Trust Property in respect of any liability or obligation that the Nominee incurs while acting or purporting to act as Nominee; and
  - (ii) may reimburse itself from the Trust Property for all expenses incurred or payments made by it in respect of the Trust, except in relation to any liability, obligation or expense incurred as a result of the Nominee's fraud, gross negligence or wilful default.

The Trustee may apply either or both capital and income of the Trust Fund to satisfy its rights under this clause.

- (b) Without limiting paragraph (a) above, the State acknowledges and agrees that the Nominee's liabilities and undertakings under this deed including in respect of the Payment Undertaking are expenses of the Trust for which the Nominee is entitled to be indemnified out of Trust Property. Accordingly, the State acknowledges and agrees that that if UBS makes a demand on the Nominee under the Payment Undertaking given under clause 4.1 (*Payment undertaking*), the Nominee (under its trustee's lien) may (without first notifying the State) dispose of the Trust Property and use the proceeds of that disposal to satisfy that demand.

#### 7.2 **Limitation of liability and obligations**

- (a) Despite any other provision of this deed or any other Equity Derivative Financing Document, a liability or obligation of the Nominee arising under or in connection with this deed or any other Equity Derivative Financing Document (including in connection with the Payment Undertaking) is strictly limited to the extent to which (and can be enforced against the Nominee only to the extent to which) the Nominee is actually indemnified for the liability and the liability or obligation can lawfully be satisfied of the Trust Property. No person may seek to recover any shortfall in the amounts owing by the Nominee by bringing proceedings against the Nominee or applying to have the Nominee wound up.
- (b) When the Nominee, whether on instructions or under the Nominee's lien as trustee, exercise a power to dispose of Trust Property, the Nominee has no liability to the State for any delay in disposal or any failure to obtain a particular price or for obtaining difference prices for the Trust Property.

#### 7.3 **Nominee's lien as trustee**

The State acknowledges and agrees that the Nominee's common law lien as trustee is a proprietary interest in the Trust Property that ranks in priority to the Beneficial Interest. However, nothing in this deed is intended to create a charge or security interest separate from the Trustee's rights at common law.

#### 7.4 **Reliance on documents and experts**

The Nominee may rely on:

- (a) any document (including any facsimile transmission or telegram) unless it knows or has reasonable grounds to believe that the document is not genuine and correct; and
- (b) advice, information and statements of UBS or other persons employed or retained by UBS,

and shall not be liable for any act or omission undertaken in reliance on that document, advice, information or statement. Without limitation, the Nominee may rely on such documents, advice, information and statements for the purpose of exercising and performing its powers and duties to make payments to the State and to transfer or dispose of Trust Property in accordance with this deed. Where the Nominee considers that it requires any advice, information or statement from any of the persons referred to in paragraph (b) of this clause, for the purpose of exercising or performing its powers and duties under this deed, the Nominee will have no liability in connection with any delay in the exercise or performance of the relevant powers or duties pending receipt of the relevant advice, information or statements.

#### 7.5 **Independent Investigation**

The State confirms that it has made and will continue to make, independently and without reliance on the Nominee or UBS:

- (a) its own investigations into the affairs of UBS and the Nominee; and
- (b) its own analyses and decisions whether to take or not take action under this deed.

#### 7.6 **No monitoring**

The Nominee is not required to keep itself informed as to any Issuer or the compliance by UBS and/or the State with this deed or any other document or agreement or to inspect any property or book of UBS and/or the State.

#### 7.7 **Replacement of Nominee**

- (a) Subject to the appointment of a successor Nominee as provided in this clause:
  - (i) the Nominee may resign at any time by giving not less than 30 days written notice to UBS and/or the State; and
  - (ii) UBS may remove the Nominee from office if the Nominee breaches any of its obligations under this deed and the breach remains unremedied after UBS has given not less than 30 days written notice to the Nominee.
- (b) On notice of resignation or removal UBS has the right to appoint a successor Nominee who accepts the appointment.
- (c) If no successor Nominee is appointed within 30 days after notice, the retiring Nominee may appoint a successor Nominee who accepts the appointment.
- (d) On its appointment the successor Nominee will have all the rights, powers and obligations of the retiring Nominee (except liabilities arising from defaults).
- (e) The retiring Nominee shall execute and deliver all documents or agreements which UBS considers necessary or desirable in UBS's opinion to transfer to the successor

Nominee this deed or to effect the appointment of the successor Nominee (subject to satisfaction of all liabilities owed to the Nominee on its own account under this deed or for which the Nominee may be personally liable).

- (f) After any retiring Nominee's resignation or removal, this clause will continue in effect in respect of anything done or omitted to be done by it while it was acting as Nominee, and the retiring Nominee retains the rights and remedies available to it under this deed or at law in relation to the performance and exercise of its powers, duties and functions while Nominee.
- (g) UBS shall not unreasonably withhold its approval of any proposed successor Nominee. It shall respond as soon as practicable to any request for approval.
- (h) The State agrees not to remove the Nominee as its nominee under this deed during the term of the Equity Derivatives Financing Documents.

## 8. TAXES

### 8.1 Obligation to pay Tax

- (a) Where the Nominee has received notice requiring the payment of any Tax on behalf or in respect of the State or Trust Property, the Nominee shall determine, on advice, whether it has any obligation to pay or provide for the amount of the Tax. The Nominee may also at any time obtain advice as to whether it has any obligation to pay any Tax on behalf of or in respect of the State or any Trust Property, whether or not it has received notice requiring payment. If the Nominee determines that it has an obligation to pay the Tax, or there are reasonable grounds to argue that it has an obligation to pay the Tax, the Nominee shall give notice to the State, with a copy of that notice to be provided to UBS.
- (b) The State agrees to indemnify the Nominee in respect of any tax referred to in clause 8.1(a).

### 8.2 Notice to State

A notice given by the Nominee to the State pursuant to clause 8.1 (*Obligation to pay Tax*) shall set forth reasonable particulars pertaining to the obligation to make the relevant Tax payment.

### 8.3 Withholding

- (a) If the Nominee receives advice that it is prudent to withhold any amount of Tax in respect of any amount otherwise payable to the State then, notwithstanding any other provision in this deed, the Nominee will withhold that amount for so long as it remains prudent to do so.
- (b) Despite any other provision in this deed, if at any time an applicable law obliges the Nominee to make a deduction or withholding in respect of Taxes from a payment under this document, the Nominee:
  - (i) must notify the State of the obligation (with a copy of that notification to be provided to UBS);
  - (ii) must ensure that the deduction or withholding does not exceed the minimum amount required by law; and
  - (iii) must pay to the relevant Government Agency on time the full amount of the deduction or withholding and promptly deliver to the State a copy of any receipt, certificate or other proof of payment.

- (c) If any amount is deducted or withheld in accordance with paragraph (b) above, the Nominee is not required to gross up any payment or future payment either under this deed or any other Equity Derivative Document to the State in respect of that amount deducted or withheld.

#### 8.4 **Time for payment**

The State must make any payment due pursuant to the indemnity in clause 8.1(b) on or before the day that is five Business Days before the last date on which payment of the relevant Tax may lawfully be made without incurring penalties or interest for late payment.

#### 8.5 **GST**

If GST is or will be payable on a supply by UBS or the Nominee made under or in connection with this deed, to the extent that the consideration otherwise provided for that supply under this deed is not stated to include an amount in respect of GST on the supply, the State must:

- (a) pay to UBS or the Nominee an additional amount equal to any GST which UBS or the Nominee must pay for any supply by UBS or the Nominee to the State under this deed;
- (b) pay that additional amount as and when the State must pay the other consideration for the supply; and
- (c) indemnify UBS and the Nominee from any GST and against any damage or cost directly or indirectly arising from or caused by the failure of the State to pay any amount as and when required by this clause.

UBS or the Nominee will issue the State with a Tax Invoice in respect of any additional amount on account of GST that UBS or Nominee may recover from the State under this clause.

### 9. **PAYMENTS**

All monies payable under this deed shall be paid by electronic funds transfer to an account designated by the payee unless otherwise agreed.

### 10. **NOTICES**

#### 10.1 **Notice by UBS and the Nominee**

Except where otherwise provided in this deed, all notices required or permitted to be given by UBS or the Nominee to the State pursuant to this deed must be in writing and will be duly given if:

- (a) left at the State's address as set out in clause 10.5 (*Addresses for notices*); or
- (b) sent by prepaid mail to the State's address (which must be airmail if that address is not within Australia);
- (c) sent by facsimile transmission to the State's facsimile number; or
- (d) sent in electronic form (such as email), with the subject matter line of an email specifying the State's name, this deed and a brief description of the subject matter of the communication.

## 10.2 Time of receipt

A notice given by UBS or the Nominee in accordance with clause 10.1 is treated as having been duly given and received:

- (a) when delivered, in the case of a notice left at the State's address;
- (b) on the second Business Day after posting, in the case of being sent by pre-paid mail to an address in Australia;
- (c) on the fifth Business Day after posting, in the case of being sent by pre-paid mail to an address outside Australia; and
- (d) at the time of confirmation of transmission, in the case of being sent by facsimile transmission; and
- (e) when sent in readable form:
  - (i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that Business Day; or
  - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day,

in the case of being sent in electronic form.

## 10.3 Notice by State

All notices required or permitted to be given by the State to UBS or the Nominee pursuant to this deed must be in writing and will be treated as being duly given if and only if they are actually received by UBS or the Nominee at the address of that party as set out in clause 10.5 (*Addresses for notices*) or at such other address as may have been notified to the State.

## 10.4 Notices Between UBS and Nominee

Notices required or permitted to be given by UBS to the Nominee or by the Nominee to UBS may be given orally provided UBS and the Nominee are related bodies corporate.

## 10.5 Addresses for notices

### State

Address: The Independent State of Papua New Guinea  
Department of Treasury  
P O Box 542  
Waigani 131  
N.C.D.  
Papua New Guinea

Telephone: +675 3235600

Fax number: +675 3128804

Email: [dairi\\_vele@treasury.gov.pg](mailto:dairi_vele@treasury.gov.pg)

Attention: Mr Dairi Vele, Secretary for Department of Treasury

**UBS**

Address: Level 16  
Chifley Tower  
2 Chifley Square  
Sydney NSW 2000  
Australia

Fax number: +61-2-9324-2880

Email: [elaine.chow@ubs.com](mailto:elaine.chow@ubs.com) / [kevin.bayett@ubs.com](mailto:kevin.bayett@ubs.com) / [sh-aus-eq-support@ubs.com](mailto:sh-aus-eq-support@ubs.com) / [michael.rollin@ubs.com](mailto:michael.rollin@ubs.com) / [sh-syd-rmp-op@ubs.com](mailto:sh-syd-rmp-op@ubs.com)

Attention: Elaine Chow / Kevin Bayett / Michael Rollin

**Nominee**

Address: Level 16  
Chifley Tower  
2 Chifley Square  
Sydney NSW 2000  
Australia

Fax number: +61-2-9324-2880

Email: [elaine.chow@ubs.com](mailto:elaine.chow@ubs.com) / [kevin.bayett@ubs.com](mailto:kevin.bayett@ubs.com) / [sh-aus-eq-support@ubs.com](mailto:sh-aus-eq-support@ubs.com) / [michael.rollin@ubs.com](mailto:michael.rollin@ubs.com) / [sh-syd-rmp-op@ubs.com](mailto:sh-syd-rmp-op@ubs.com)

Attention: Elaine Chow / Kevin Bayett / Michael Rollin

**Participant**

Address: Level 16  
Chifley Tower  
2 Chifley Square  
Sydney NSW 2000  
Australia

Fax number: +61-2-9324-2880

Email: [elaine.chow@ubs.com](mailto:elaine.chow@ubs.com) / [kevin.bayett@ubs.com](mailto:kevin.bayett@ubs.com) / [sh-aus-eq-support@ubs.com](mailto:sh-aus-eq-support@ubs.com) / [michael.rollin@ubs.com](mailto:michael.rollin@ubs.com) / [sh-syd-rmp-op@ubs.com](mailto:sh-syd-rmp-op@ubs.com)

Attention: Elaine Chow / Kevin Bayett / Michael Rollin

**11. PROCESS AGENT**

- (a) The State irrevocably appoints Norose Notices Australia Pty Ltd ACN 158 029 586 of Level 16, Grosvenor Place, 225 George Street, Sydney, Australia as its agent under this deed for service of process in any proceedings in the State of New South Wales.
- (b) If any person appointed as process agent is unable for any reason to act as agent for service of process, the State must immediately appoint another agent on terms acceptable to UBS and the Nominee. Failing this, UBS may appoint another person for this purpose.



- (c) The State acknowledges that service upon the process agent appointed under this clause shall not constitute a breach of the Vienna Convention on Diplomatic Relations and/or the Vienna Convention on Consular Relations.
- (d) The State undertakes to maintain the appointment of the process agent until all money owed by the State to UBS is paid to UBS, and agrees that any process served on that person is taken to be served on it.
- (e) This clause does not affect any other method of service allowed by law.

12. **PARTICIPANT**

- (a) Each of the State and the Nominee notify the Participant that the State has granted or will grant a security interest in its present and future right, title and interest in, to, under and derived from all Shares transferred to, and held by, the Nominee as trustee for the State pursuant to this deed (**Security**).
- (b) Each of the State and the Nominee irrevocably and unconditionally:
  - (i) authorise any representative of UBS (the **Authorised Signatories**) severally to be the sole signatories authorised on behalf of the State and the Nominee to instruct the Participant from time to time in relation to the Shares (except as contemplated by clause 3.2);
  - (ii) (except as contemplated by clause 3.2) direct the Participant to only act on the instructions and directions of an Authorised Signatory in respect of the Shares, including instructions and directions by which the Shares can be transferred or otherwise dealt with, and to only act in accordance with any such instructions and/or directions from the Authorised Signatories including the provision of any information that they request on the Participant's holding of the Shares (for the avoidance of doubt, any such instructions or directions may include the giving of communications by means of electronic messages or other electronic communications); and
  - (iii) direct the Participant to pay or deliver (as appropriate):
    - (A) the proceeds of enforcement of the Security; or
    - (B) (subject to any contrary directions of UBS) any dividends, rights, payments, distributions, other amounts and other entitlements to which UBS is entitled under the terms of any Equity Derivative Financing Document in respect of any Shares,

into the following account (**Nominated Bank Account**):

Bank: To be advised by UBS to the other parties  
 Account name: To be advised by UBS to the other parties  
 SWIFT ID: To be advised by UBS to the other parties  
 Account no: To be advised by UBS to the other parties  
 Payment directions: To be advised by UBS to the other parties,

or as an Authorised Signatory may direct from time to time.

- (c) The Participant confirms that it:
  - (i) accepts the terms, authorisations and directions contained in paragraph (b) and undertakes to act only in accordance with the instructions and directions of an Authorised Signatory (including where such instructions relate to the sending of electronic messages or other electronic communications) in

relation to the Shares and will provide information on the Shares to an Authorised Signatory upon request;

- (ii) will pay any proceeds of:
  - (A) enforcement of the Security; or
  - (B) (subject to any contrary directions of UBS) any dividends, rights, payments, distributions and other amounts to which UBS is entitled under the terms of any Equity Derivative Financing Document in respect of any Shares,

into the Nominated Account or as an Authorised Signatory may direct from time to time.

- (d) Each of the State, the Nominee and UBS acknowledge that the Participant is entitled to assume the genuineness and authenticity of any instruction purported to be given by an Authorised Signatory and each of the State and the Nominee is deemed to have ratified and confirmed any such instruction. The Participant is not liable for any act or loss that results from the Participant having acted on an instruction given by a person it reasonably believes to be an Authorised Signatory for the purposes of this clause.

## 13. GENERAL

### 13.1 Stamp duty

The State shall be responsible for the payment of all stamp duties and documentary taxes (including any interest or penalty that is payable) assessed by any revenue authority in Australia and/or Papua New Guinea upon the transfer of Trust Property to or by the Nominee, the constitution of the Trust, the execution of this deed or any other transactions contemplated by this deed.

### 13.2 Telephone recording

Each State agrees to:

- (a) the tape recording by UBS or its agents of any telephone conversation with the State;
- (b) the retention of any tape recording so made; and
- (c) the use of any tape recording so made as evidence of the contents of the telephone conversation.

### 13.3 Amendments to deed

UBS, the State and the Nominee may amend this deed from time to time by supplemental deed signed by the parties.

### 13.4 Waiver

No failure to exercise and no delay in exercising any power operates as a waiver. Nor does any single or partial exercise of any power preclude any other or further exercise of that power or any other power. The powers in this deed are in addition to and do not exclude or limit any right, power or remedy provided by law.

### 13.5 **Waiver of immunity**

Each party irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

- (a) suit;
- (b) jurisdiction of any court;
- (c) relief by way of injunction or order for specific performance or recovery of property;
- (d) attachment of its assets (whether before or after judgment); and
- (e) execution or enforcement of any judgment,

to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

### 13.6 **Governing Law**

- (a) This deed shall be governed by the laws applying in New South Wales.
- (b) The parties submit to the exclusive jurisdiction of the courts of New South Wales.
- (c) Nothing in this clause 13.6 limits the right of UBS or the Nominee to institute proceedings arising out of or in connection with this deed or any Beneficial Interest against the State in any manner permitted by law.

**EXECUTED** as a deed.

**Signed, Sealed and Delivered** for and on behalf of the **INDEPENDENT STATE OF PAPUA NEW GUINEA** by Sir Michael Ogio, G.C.M.G., K.St.J., Governor General, acting with and in accordance with the advice of the National Executive Council:



in the presence of:



Name: **CARL OKUK**  
Title: **LAWYER**

**SIGNED, SEALED and DELIVERED** for **UBS AG, AUSTRALIA BRANCH** by its duly authorised signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Position:

\_\_\_\_\_  
Position:

**SIGNED, SEALED and DELIVERED** for **UBS NOMINEES PTY LIMITED** by its duly appointed attorneys:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of attorney:

\_\_\_\_\_  
Name of attorney:

**EXECUTED** as a deed.

**Signed, Sealed and Delivered** for and on behalf of the **INDEPENDENT STATE OF PAPUA NEW GUINEA** by Sir Michael Ogio, G.C.M.G., K.St.J., Governor General, acting with and in accordance with the advice of the National Executive Council:

in the presence of:

.....  
Name:  
Title:

**SIGNED, SEALED and DELIVERED** for **UBS AG, AUSTRALIA BRANCH** by its duly authorised signatories:

  
\_\_\_\_\_

Signature

Jason McDonnell  
\_\_\_\_\_

Name:

Position:

Witness:   
Name: Kevin Lu

**SIGNED, SEALED and DELIVERED** for **UBS NOMINEES PTY LIMITED** by its duly appointed attorneys:

  
\_\_\_\_\_

Signature

Jason McDonnell  
\_\_\_\_\_

Name of attorney:

Witness: 

Name: **KEVIN LU**

  
\_\_\_\_\_

Signature

Kevin Bayett  
\_\_\_\_\_

Name:

Position:

   
\_\_\_\_\_

Signature

Kevin Bayett BRAD WALTON  
\_\_\_\_\_

Name of attorney:

**SIGNED, SEALED and DELIVERED** for  
**UBS SECURITIES AUSTRALIA LIMITED**  
by its duly appointed attorneys:

  
\_\_\_\_\_  
Signature

Kevin Baylett BLAD WATSON  
Name of attorney:

  
\_\_\_\_\_  
Signature

Jason McDonnell  
Name of attorney:

Witness:   
Name: KEVIN LU

# Specific Security Deed (CHESS Securities)

**Independent State of Papua New Guinea**

and

**UBS Nominees Pty Ltd**

ABN 32 001 450 522

Project Kumul

12 MARCH 2014

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THIS DEED is made on 12 MARCH 2014

**BETWEEN:**

- (1) **Independent State of Papua New Guinea** (the **Grantor**); and
- (2) **UBS Nominees Pty Ltd** ABN 32 001 450 522 of Level 16, Chifley Tower, 2 Chifley Place, Sydney NSW 2000, Australia (the **Secured Party**).

**RECITALS**

- (A) The parties entered into the Facility Agreement on or around the date of this document.
- (B) The parties enter into this document in connection with the Facility Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

**ASX Settlement** means ASX Settlement Pty Limited (ABN 49 008 504 532).

**ASX Settlement Rules** means the ASX Settlement Operating Rules and any other operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX Settlement, as amended from time to time.

**Attorney** means an attorney appointed under a Transaction Document and any attorney's substitute or delegate.

**CHESS Security** means a Marketable Security that is registered on a CHESS Subregister.

**CHESS Subregister** means, for the Issuer, that part of its share register that is maintained by ASX Settlement under CHESS.

**Collateral Security** means a Security Interest or Guarantee (other than the Security Interest granted in clause 2.1) from any person that secures or otherwise provides for payment of any Secured Money.

**Controlling Participant** means UBS Securities Australia Limited ABN 62 008 586 481 or any other person acceptable to the Secured Party who is able to sponsor Marketable Securities on a CHESS Subregister.

**Event of Default** means an "Event of Default" as defined in the Facility Agreement.

**Facility Agreement** means the Bridge Facility Agreement of that title dated on or about the date of this document and made between the Grantor, UBS AG, Australia Branch and the Secured Party.

**Initial Security** means a Marketable Security of the Issuer specified in Schedule 1.

**Issuer** means Oil Search Limited, a company incorporated under the laws of the Independent State of Papua New Guinea with ARBN 055 079 868.

**Marketable Security** means:

- (a) an intermediated security;

- (b) a debenture, stock or bond, unit in a unit trust, or other marketable security; and
- (c) any other investment instrument.

**New Right** means a present or future right of the Grantor:

- (a) to or in any money, dividend (including any return of capital), interest, offer, bonus, note or other Marketable Security, or any entitlement to subscribe for any of them;
- (b) resulting from any substitution, conversion, redemption, forfeiture, cancellation, reclassification, consolidation or subdivision; or
- (c) resulting from a reduction of capital, liquidation or scheme of arrangement, in connection with the Secured Property.

**Receiver** means a receiver or a receiver and manager.

**Secured Money** means all amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by the Grantor to the Secured Party and the Finance Parties on any account at any time under or in connection with the Facility Agreement or any other Transaction Document:

- (a) whether present or future, actual or contingent;
- (b) whether incurred alone, jointly, severally or jointly and severally;
- (c) whether the Grantor is liable on its own account or for the account of, or as surety for, another person and without regard to the capacity in which the Grantor is liable;
- (d) whether due to the Secured Party alone or with another person;
- (e) whether the Secured Party is entitled for its own account or the account of another person;
- (f) whether arising from a banker and customer relationship or any other relationship;
- (g) whether originally contemplated by the Grantor or the Secured Party or not;
- (h) whether the Secured Party is the original person in whose favour the undertakings in this document, the Facility Agreement or any other Transaction Document were given or an assignee and, if the Secured Party is an assignee:
  - (i) whether or not the Grantor consented to or knew of the assignment;
  - (ii) no matter when the assignment occurred; and
  - (iii) whether or not the entitlements of that original person were assigned with the Security Interest granted in clause 2.1; and
- (i) if determined pursuant to any award, order or judgment against the Grantor, whether or not the Grantor was a party to the court proceedings, arbitration or other dispute resolution process in which that award, order or judgment was made.

**Secured Property** means all the Grantor's present and future interest in, to, under or derived from all:

- (a) Initial Securities; and
- (b) New Rights.

**Sponsorship Agreement** means the Participant Sponsorship Agreement dated on or about the date of this document between the Grantor, the Secured Party and the Controlling Participant, under which the Controlling Participant is the sponsor of the CHES Security, and which complies with the ASX Settlement Rules.

**Transfer** means, in respect of a Marketable Security or a New Right, an executed document of transfer sufficient to transfer all the legal and beneficial ownership of that Marketable Security or New Right to the Secured Party or its nominee.

## 1.2 **Definitions in ASX Settlement Rules**

Unless otherwise defined in this document, any capitalised term used in this document which is defined in the:

- (a) ASX Settlement Rules has the meaning given in the ASX Settlement Rules; and
- (b) Security Trust Deed, including by incorporation, has the same meaning given in the Security Trust Deed.

## 1.3 **Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it and any part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The expression **this document** includes the agreement, arrangement, understanding or transaction recorded in this document.
- (h) An Event of Default "continues" until the Secured Party notifies the Grantor that it has been:
  - (i) remedied to the satisfaction of the Secured Party; or
  - (ii) waived by the Secured Party.
- (i) Unless otherwise defined in this document, words that are defined in an applicable Accounting Standard have the same meaning in this document.
- (j) Unless otherwise defined in this document, words defined in the GST Law have the same meaning in clauses concerning GST.
- (k) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.

#### 1.4 **PPSA terms**

In this document, unless the context requires otherwise, the following terms have the meanings given to them in the PPSA:

- (a) amendment demand;
- (b) attach;
- (c) control;
- (d) financing change statement;
- (e) financing statement;
- (f) intermediated security;
- (g) investment instrument;
- (h) registration; and
- (i) verification statement.

#### 1.5 **Non Business Days**

If the day on or by which a person must do something under this document is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

## 1.6 **Security Trustee provisions**

Clause 4 (*Limitation on recourse to Security Trustee*) of the Security Trust Deed applies to this document as if set out in full (but as if all references in that clause to "this document" were references to this document).

## 2. **SECURITY**

### 2.1 **Security clause**

The Grantor grants a security interest in the Secured Property to the Secured Party to secure the payment of the Secured Money. This security interest is a fixed charge.

### 2.2 **Priority**

The Security Interest granted in clause 2.1 is intended to take effect as a first ranking security subject only to those Permitted Security Interests which the Secured Party agrees in writing rank in priority to it.

### 2.3 **Initial Securities**

The Grantor must at the time it executes this document:

- (a) enter into the Sponsorship Agreement with the Secured Party and the Controlling Participant in respect of the Initial Securities and terminate all other sponsorships of the Initial Securities;
- (b) give the Secured Party and the Controlling Participant the applicable holder or other identification numbers and information sufficient to identify the Initial Securities (including a copy of the relevant holding statement); and
- (c)
  - (i) do everything within its power that is necessary to ensure that the Initial Securities are recorded on the Issuer's CHES Subregister; and
  - (ii) do everything necessary to transfer sponsorship of the Initial Securities to the Controlling Participant.

This clause does not apply to the extent that the Secured Party agrees otherwise under clause 2.9.

### 2.4 **Documents relating to New Rights**

The Grantor must deposit with the Secured Party or the Secured Party's nominee:

- (a) all certificates, transfers and other documents or agreements evidencing title to New Rights; and
- (b) Transfers (in form and number satisfactory to the Secured Party) with the name of the transferee, the consideration and the date left blank, in respect of those new Rights,

immediately it acquires those New Rights.

### 2.5 **Dividends and votes**

The Grantor may:

- (a) exercise all rights (including voting rights) in connection with the Secured Property; and
- (b) (subject to this document) receive and retain free of the Security Interest granted in clause 2.1 the benefits of all cash dividends (other than returns of capital) and other income comprised in New Rights which are distributed to holders of the Marketable Securities,

except while an Event of Default continues.

## **2.6 Secured Party entitled to exercise rights on default**

If an Event of Default occurs and is continuing:

- (a) the Grantor must, if the Secured Party gives notice to the Grantor requiring it to do so, do everything necessary to ensure that the Secured Property is registered in the name of the Secured Party or its nominee in accordance with any directions contained in that notice;
- (b) the Grantor's rights under clause 2.5 immediately cease;
- (c) the Secured Party may exercise or refrain from exercising any rights in connection with the Secured Property; and
- (d) the Secured Party may receive all New Rights and apply them (or their sale proceeds) in accordance with clause 13.1.

## **2.7 Acknowledgment of no subordination**

The Grantor acknowledges that the Secured Party has not agreed to subordinate its Security Interest in the Secured Property to any other interest in the Secured Property, except to the extent (if any) expressly provided by a Transaction Document.

## **2.8 Collateral Security**

The Security Interest granted in clause 2.1 is collateral to and secures the same money as is secured by Collateral Securities.

## **2.9 Nominees and custodians**

The Grantor must hold all Secured Property in its own name, and not through a nominee or custodian. If the Secured Party agrees that any of the Secured Property can be held by a nominee or custodian on behalf of the Grantor, the Grantor undertakes to procure that the nominee or custodian:

- (a) acknowledges and consents to the Security Interest created by clause 2.1;
- (b) agrees to hold the Secured Property on such terms as the Secured Party requires, including by agreeing not to:
  - (i) create or allow another interest in any Secured Property other than a Permitted Security Interest; or
  - (ii) dispose, or part with possession, of any Secured Property, without the consent of the Secured Party; and
- (c) agrees to do anything, including executing documents, that the Secured Party may require to enable it to perfect its Security Interest by control.



### 3. **DEALINGS WITH SECURED PROPERTY**

#### 3.1 **Restricted dealings**

The Grantor must not do, or agree to do, any of the following unless it is permitted to do so by another provision in a Transaction Document:

- (a) create or allow another interest in any Secured Property other than a Permitted Security Interest; or
- (b) dispose, or part with possession, of any Secured Property.

### 4. **REPRESENTATIONS AND WARRANTIES**

#### 4.1 **General representations and warranties of the Grantor**

Clause 12 of the Facility Agreement is incorporated into this document as if set out in full, except that references to the "Borrower" are to the "Grantor".

#### 4.2 **Representations and warranties regarding Secured Property**

The Grantor represents and warrants to the Secured Party that:

- (a) **(Secured Property)**
  - (i) it is the legal and beneficial owner of the Secured Property (except to the extent that any of the Secured Property is held by a nominee or custodian in accordance with clause 2.9), and
  - (ii) it has full power to grant a Security Interest in the Secured Property in the manner provided in this document; and
  - (iii) the Security Interest granted in clause 2.1 is an effective security in the Secured Property, except to the extent (if any) set out in any Transaction Document or that the Secured Party may otherwise agree;
- (b) **(no other interest)** no other person has any interest in or other right over the Secured Property except:
  - (i) to the extent (if any) set out in any Transaction Document;
  - (ii) Permitted Security Interests; or
  - (iii) as otherwise agreed by the Secured Party;
- (c) **(location of Secured Property)** at the date of execution of this document, none of the Secured Property is located, or taken for the purposes of New South Wales stamp duty law to be located, in New South Wales;
- (d) **(no escrow or other conditions)** the Secured Property is not subject to any escrow or other conditions imposed by the Corporations Act or under the rules of any stock exchange;
- (e) **(all calls satisfied)** all calls made in respect of the Secured Property have been satisfied;
- (f) **(fully paid Marketable Securities)** the Marketable Securities in the Secured Property are all fully paid; and

- (g) **(no money owing to Issuer)** no money is owing by the Grantor to the Issuer in connection with the Secured Property.

#### 4.3 **Repetition of representations and warranties**

The representations and warranties in this clause are taken to be repeated on each date from the date of this document until the Termination Date (as defined in the Facility Agreement) or any date after the Termination Date (as defined in the Facility Agreement) on which all amounts outstanding under the Transaction Documents have been paid in full, on the basis of the facts and circumstances as at that date.

#### 4.4 **No representations by the Secured Party**

The Grantor acknowledges that it has not relied and will not rely on any financial or other advice, representation, statement or promise provided or made by or on behalf of the Secured Party in deciding to enter into this document or to exercise any right or perform any obligation under it.

### 5. **GRANTOR'S UNDERTAKINGS**

#### 5.1 **Undertakings of the Borrower**

Clause 13 of the Facility Agreement is incorporated into this document as if set out in full, except that references to the "Borrower" are to the "Grantor".

#### 5.2 **General undertakings**

The Grantor must:

- (a) **(obligation to pay)** punctually pay the Secured Money when it becomes payable in accordance with the Transaction Documents or, in the absence of any agreement or after default under any agreement, on demand by the Secured Party;
- (b) **(registration and stamping)** at its own cost ensure that:
  - (i) this document is immediately registered with any Government Agency specified by the Secured Party if the Secured Party determines that registration is necessary to perfect the Security Interest granted in clause 2.1 or to protect the rights or priority of the Secured Party; and
  - (ii) this document is stamped for the proper amount within the period provided by law in each state and territory of Australia in which this document is required to be stamped; and
- (c) **(ensure no Event of Default)** ensure that no Event of Default occurs.

#### 5.3 **Other undertakings regarding Secured Property**

The Grantor must:

- (a) **(outgoings)**
  - (i) punctually pay all outgoings (including Taxes) in respect of the Secured Property payable by it, except to the extent that:
    - (A) these are being diligently contested in good faith and by appropriate proceedings;
    - (B) it has made adequate reserves for them; and

- (C) failure to pay them will not have a Material Adverse Effect on it or prejudice the Secured Property;
  - (ii) pay the contested amount after the final determination or settlement of the relevant contest; and
  - (iii) on request by the Secured Party, immediately hand to the Secured Party evidence of every payment covered by this undertaking or required under this document;
- (b) **(preserve and protect security)** promptly do everything necessary or reasonably required by the Secured Party to:
  - (i) preserve and protect the value of the Secured Property; or
  - (ii) protect and enforce its title and rights and the Secured Party's title as secured party to the Secured Property;
- (c) **(issuer information)** give to the Secured Party as soon as it receives them copies of:
  - (i) each document that the Issuer gives to the Grantor in connection with the Secured Property; and
  - (ii) such other information in its possession relating to the financial condition, business, property and affairs of the Issuer as the Secured Party reasonably requests;
- (d) **(comply with constitution)** do everything the Grantor is required to do (including the payment of calls or instalments) by the constitution of the Issuer;
- (e) **(perfection by control)** to the extent that any Secured Property is of a type in which a security interest can be perfected by control under the PPSA, do anything that the Secured Party may reasonably require to enable it to perfect its Security Interest by control;
- (f) **(Sponsorship Agreement)** without limiting clause 5.3(e), ensure that:
  - (i) a Sponsorship Agreement is in force at all times in relation to all CHES Securities in the Secured Property;
  - (ii) it complies with all its obligations under, and does not do or omit to do anything which would cause any other party to the Sponsorship Agreement to breach or to be unable to comply with its obligations under, the Sponsorship Agreement;
  - (iii) nothing is done without the consent of the Secured Party to remove any CHES Securities from the CHES Subregister or the control of the Controlling Participant (even if the Controlling Participant is suspended from CHES participation); and
  - (iv) it does everything required by the Secured Party, if sponsorship of any CHES Securities in the Secured Property is under the terms of the ASX Settlement Rules to be transferred to another Controlling Participant, to transfer that sponsorship to the new Controlling Participant;
- (g) **(New Rights)** give the Secured Party particulars of all New Rights and documentary or other evidence of New Rights immediately after becoming aware of the New Rights;

- (h) **(take up)** at the Secured Party's request take up New Rights if, in the Secured Party's opinion, failure to do so could mean the Secured Property or the Security Interest granted in clause 2.1 may become materially lessened in value or prejudicially affected;
- (i) **(location of registers)** ensure that:
  - (i) as at the date on which a Security Interest is granted over a Marketable Security in accordance with clause 2.1, it is recorded on the CHES Subregister for the issuer of the Marketable Security or another register approved by the Secured Party in writing; and
  - (ii) ensure that a CHES Security is not removed from that register without the Secured Party's consent; and

## 6. SECURED PARTY'S POWERS

### 6.1 Exercise of rights by Secured Party

If the Secured Party exercises a power, right, discretion or remedy in connection with this document, that exercise is taken not to be an exercise of a power, right, discretion or remedy under the PPSA unless the Secured Party states otherwise at the time of exercise. However, this clause does not apply to a power, right, discretion or remedy which can only be exercised under the PPSA.

### 6.2 No notice required unless mandatory

To the extent the law permits, the Grantor waives:

- (a) its rights to receive any notice that is required by:
  - (i) any provision of the PPSA (including a notice of a verification statement); or
  - (ii) any other law before a secured party or Receiver exercises a power, right, discretion or remedy; and
- (b) any time period that must otherwise lapse under any law before a secured party or Receiver exercises a power, right, discretion or remedy.

If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

However, nothing in this clause prohibits the Secured Party or any Receiver from giving a notice under the PPSA or any other law.

### 6.3 Secured Party's right to make good a default

- (a) If the Grantor breaches this document, the Secured Party may do everything it considers to be necessary or desirable to attempt to remedy the breach to the Secured Party's satisfaction. The Secured Party is not obliged to do so. Any liabilities or expenses incurred by the Secured Party in attempting to remedy any such breach must be reimbursed by the Grantor on demand and, pending reimbursement, will be part of the Secured Money.
- (b) Clause 6.3(a) does not limit any other right the Secured Party has under this document or at law.

#### 6.4 Powers on enforcement

If this document has become enforceable, the Secured Party or any of its Authorised Representatives, without notice to the Grantor, may:

- (a) exercise any of the powers that might be exercised by a Receiver even if a Receiver has not been appointed; and
- (b) complete any Transfer, other transfer or instrument of any nature executed by or on behalf of the Grantor in blank and deposited with the Secured Party as Collateral Security in favour of, or take any other action required to transfer any Secured Property to, the Secured Party or any appointee of the Secured Party or any other person.

### 7. POWER OF ATTORNEY

#### 7.1 Appointment of Attorneys

The Grantor irrevocably appoints the Secured Party and each Authorised Representative of the Secured Party and as an independent appointment appoints any Receiver, severally its attorney, at the Grantor's cost, to:

- (a) **(all acts necessary)** do anything necessary or desirable in the opinion of the Secured Party or the Attorney to:
  - (i) complete this document;
  - (ii) give full effect to this document;
  - (iii) better secure the Secured Property to the Secured Party in a manner consistent with this document; or
  - (iv) assist in the execution or exercise of any power under this document, including give directions to any Controlling Participant in respect of CHESSE Securities in the Secured Property, and execute any Transfer (including a Transfer in blank) or other document;
- (b) do all or any of the following while an Event of Default is continuing:
  - (i) **(recover Secured Property)** demand, sue for, recover and give discharge for the Secured Property;
  - (ii) **(commence actions)** commence, carry on, enforce, settle, arrange and compromise any proceedings to obtain or enforce the payment or delivery of the Secured Property;
  - (iii) **(compound debts)** compound, settle or compromise any debt of the Grantor in connection with the Secured Property;
  - (iv) **(execute deeds)** execute any agreement including any deed of assignment, composition or release in connection with the Secured Property;
  - (v) **(exercise Marketable Security owner's rights)** exercise all or any powers, rights, discretions and remedies available to any owner or holder (whether beneficial or otherwise) of any Marketable Securities included in the Secured Property (including any right to give directions to any Controlling Participant or to redeem any Marketable Security and rights

available to an owner of Marketable Securities under the Corporations Act or any other statute, or under the rules of any stock exchange); and

- (vi) **(general)** do anything else that the Grantor must or may do, or that the Secured Party may do, under this document or by law.

## 7.2 **General**

- (a) Each Attorney may appoint and remove substitutes, and may delegate its powers (including this power of delegation) and revoke any delegation.
- (b) An Attorney may do anything contemplated by this clause even if the Attorney is affected by an actual or potential conflict of interest or duty, or might benefit from doing it.
- (c) An Attorney may do anything contemplated by this clause in its name, in the name of the Grantor or in the name of both of them.
- (d) The Grantor must ratify anything done by an Attorney under this clause.
- (e) The Grantor gives the power of attorney in this clause:
  - (i) to secure performance by the Grantor of its obligations to the Secured Party under this document and any property interest of the Secured Party under this document; and
  - (ii) for valuable consideration, receipt of which is acknowledged by the Grantor.

## 8. **ENFORCEMENT**

### 8.1 **Circumstances when this document may be enforced**

The Secured Money will immediately become payable at the Secured Party's option (despite any delay or previous waiver of the right to exercise that option) without the need for any demand or notice under this document or under another Transaction Document, and this document will immediately become enforceable (whether or not the Secured Money has become payable in this manner) if an Event of Default occurs.

### 8.2 **Enforcement despite earlier payment**

This document may be enforced:

- (a) even if the Secured Party accepts a payment of interest or other amount after the occurrence of any Event of Default; and
- (b) without the need for any notice to, or of any consent or agreement of, the Grantor or any other person.

### 8.3 **Exclusion of PPSA provisions**

To the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
  - (i) the Secured Party need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and
  - (ii) sections 142 and 143 are excluded;

- (b) for the purposes of section 115(7) of the PPSA, the Secured Party need not comply with sections 132 and 137(3); and
- (c) if the PPSA is amended after the date of this document to permit the Grantor and the Secured Party to agree to not comply with or to exclude other provisions of the PPSA, the Secured Party may notify the Grantor that any of these provisions is excluded, or that the Secured Party need not comply with any of these provisions, as notified to the Grantor by the Secured Party.

#### 8.4 **Instructions under the Sponsorship Agreement**

The Secured Party will only exercise its rights to instruct the Controlling Participant under clause 11.1 of the Sponsorship Agreement when this document becomes enforceable in accordance with clause 8.1.

### 9. **DEFAULT INTEREST**

#### 9.1 **Grantor must pay interest**

- (a) The Grantor must pay interest on each amount that is not paid when due (unless the Grantor is already required to pay interest on the unpaid amount by the terms of any other Transaction Document), from (and including) the day on which it falls due to (but excluding) the day on which it is paid in full, at the rate calculated in accordance with clause 9.1(b). This interest must be paid on demand.
- (b) Interest on an unpaid amount accrues each day at a rate equal to the rate specified in the Facility Agreement for the payment by the Grantor of interest on unpaid amounts, and is capitalised (if not paid) on the last day of each Default Interest Period (as defined in the Facility Agreement).
- (c) This subclause does not affect the Grantor's obligation to pay each amount under this document when it is due.

#### 9.2 **Interest after judgment**

If a liability of the Grantor becomes merged in a judgment or order, the Grantor, as an independent obligation, must pay interest on the amount of that liability, from (and including) the date of the judgment or order until it is paid in full, at the higher of the rate that applies under the judgment or order and the rate calculated in accordance with clause 9.1.

#### 9.3 **Accrual and calculation of interest**

Interest under this clause:

- (a) accrues daily; and
- (b) is calculated on the basis of the actual number of days on which interest has accrued and of a 365 day year.

## 10. APPOINTMENT OF RECEIVER

### 10.1 Appointment

If this document has become enforceable (whether or not the Secured Party has entered into possession of all or any of the Secured Property) the Secured Party or any Authorised Representative of the Secured Party may at any time:

- (a) appoint any person or any two or more persons jointly and severally to be a receiver or receiver and manager (or an additional receiver or receiver and manager) of Secured Property;
- (b) remove the Receiver and in case of the removal, retirement or death of any Receiver appoint another as a replacement; and
- (c) fix the remuneration of the Receiver.

Subject to clause 10.2, every Receiver appointed under this subclause will be the Grantor's agent and the Grantor alone will be responsible for the Receiver's acts and defaults and remuneration.

### 10.2 Receiver other than as Grantor's agent

- (a) The Secured Party by notice to the Grantor and the Receiver may require the Receiver to act as the Secured Party's agent.
- (b) The power to appoint a Receiver under this clause may be exercised even though:
  - (i) at the time when this document becomes enforceable or when an appointment is made, an order may have been made or a resolution may have been passed to wind up the Grantor; or
  - (ii) a Receiver appointed in the circumstances specified in the preceding paragraph may not, or may not in some respects, act as the Grantor's agent.

### 10.3 Powers of Receiver

The Receiver will have full power to do all or any of the following:

- (a) **(possession and control)** take possession of, or take control of, collect and get any Transfers or other documents held or entitled to be held by the Secured Party under the Security Interest granted in clause 2.1 and the Secured Property and for that purpose to take proceedings (in the name of the Grantor or otherwise);
- (b) **(give up possession)** give up possession of any Transfers or other documents held or entitled to be held by the Secured Party under the Security Interest granted in clause 2.1 and the Secured Property;
- (c) **(exercise Secured Party's rights)**
  - (i) exercise all or any of the Secured Party's powers, rights, discretions and remedies under this document; and
  - (ii) comply with the directions given by the Secured Party;
- (d) **(exercise Marketable Security owner's rights)** exercise all or any powers, rights, discretions and remedies available to any owner or holder (whether beneficial or otherwise) of any Marketable Securities included in the Secured



Property (including any right to give directions to any Controlling Participant or to redeem any Marketable Security and rights available to an owner of Marketable Securities under the Corporations Act or any other statute, or under the rules of any stock exchange);

- (e) (**registration**) do everything necessary to obtain registration of the Secured Property in the name of the Secured Party or its nominee and to enable the Secured Party or its nominee to receive New Rights;
- (f) (**New Rights**) receive all New Rights;
- (g) (**settle disputes**)
  - (i) settle, arrange and compromise any accounts, claims, questions or disputes that may arise in connection with the Secured Property or in any way relating to this document; and
  - (ii) execute releases or other discharges in relation to the settlement, arrangement, or compromise;
- (h) (**sell**) sell (whether or not the Receiver has taken possession), exchange or otherwise dispose of (absolutely or conditionally) the Secured Property (or agree to do so):
  - (i) with or without any other property;
  - (ii) by public auction, private sale or tender for cash or on credit;
  - (iii) whether or not the reserve price for a sale by auction or tender is disclosed;
  - (iv) in one lot or in parcels;
  - (v) with or without special conditions, (such as conditions as to title or time or method of payment of purchase money) including by allowing the purchase money to remain:
    - (A) outstanding on any security over the property sold or over any other property; or
    - (B) owing without any security; and
  - (vi) on other terms the Receiver considers desirable,without being responsible for any loss;
- (i) (**transfer on sale**) execute Transfers, other transfers and assignments of Secured Property (including in the name of the Grantor), and do everything to complete any sale under clause 10.3(h) that the Receiver thinks necessary;
- (j) (**employees and agents**) engage employees, agents, consultants, lawyers, advisers and contractors for any of the purposes of this clause on terms that the Receiver thinks appropriate;
- (k) (**give receipts**) give receipts for all money and other property that may come into the hands of the Receiver in exercise of any power given by this document;
- (l) (**enforce contracts**) carry out and enforce or otherwise obtain the benefit of all contracts;

- (i) entered into or held by the Grantor in connection with the Secured Property;  
or
- (ii) entered into in exercise of the powers given by this document;
- (m) **(make debtors bankrupt)** wind up the Issuer and do everything in connection with any winding up that the Receiver thinks desirable to recover or protect Secured Property;
- (n) **(perform undertakings)** do everything necessary to perform any undertaking of the Grantor in this document;
- (o) **(receive money)** receive all money or other property payable or deliverable to the Grantor from the Secured Property;
- (p) **(desirable or incidental matters)**
  - (i) do or cause to be done everything that the Receiver thinks desirable in the interests of the Secured Party; and
  - (ii) do anything incidental to the exercise of any other power;
- (q) **(take legal proceedings)** take proceedings (including in the name of the Grantor) in connection with any of the above; and
- (r) **(delegate)** with the Secured Party's consent delegate any of the powers given to the Receiver by this clause to any person.

## 11. PROTECTION OF SECURED PARTY AND APPOINTEES

### 11.1 Protection of Secured Party and Receiver

- (a) The Secured Party is not obliged to, but may, do the following:
  - (i) notify any debtor or member of the Grantor or any other person of this document; or
  - (ii) enforce payment of any money payable to the Grantor, or take any step or proceeding for any similar purpose.
- (b) None of the Secured Party, any of its Authorised Representatives or agents, any Attorney or any Receiver is liable for any omission or delay in exercising any power, right, discretion or remedy under this document or for any involuntary loss or irregularity that may occur in relation to the exercise or non-exercise of any of them except to the extent that it is a direct and foreseeable result of its own fraud, gross negligence or wilful misconduct.

### 11.2 Conflict of interests

The Secured Party, an Authorised Representative or agent of the Secured Party, an Attorney, Receiver or other person appointed by the Secured Party under this document may exercise or agree to exercise a power given by this document or by law even though that person may have a conflict of interests in exercising the power.

### 11.3 Liability for loss

- (a) None of the Secured Party, an Authorised Representative or agent of the Secured Party, an Attorney, a Receiver or any other person appointed by the Secured Party

under this document is liable for any loss that the Grantor suffers as a direct or indirect result of:

- (i) the exercise or attempted exercise of, or failure to exercise, any of its rights contained in this document; and
- (ii) any release or dealing with any other Guarantee or Security Interest (including any prejudice to or loss of the Grantor's rights of subrogation),

except to the extent that such loss is a direct and foreseeable result of its own fraud, gross negligence or wilful misconduct.

- (b) If the Secured Party, any agent of the Secured Party or a Receiver enters into possession of Secured Property, none of the Secured Party, any of its Authorised Representatives or agents, any Attorney or any Receiver is liable:
  - (i) to account as secured party in possession or for anything except actual receipts; or
  - (ii) for any loss on realisation or for any default or omission for which a secured party in possession might be liable, except to the extent that it is a direct and foreseeable result of its own fraud, gross negligence or wilful misconduct.

## **12. PROTECTION OF THIRD PARTIES**

### **12.1 Dealings under this document**

A purchaser or other party to a disposal or dealing in attempted exercise of a power contained in this document is not:

- (a) bound to enquire whether an Event of Default has occurred, whether this document has become enforceable, whether a Receiver has been properly appointed or about the propriety or regularity of a sale, disposal or dealing; or
- (b) affected by notice that a sale, disposal or dealing is unnecessary or improper.

Despite any irregularity or impropriety in a sale, disposal or dealing, it is to be treated, for the protection of the purchaser or other party to the disposal or dealing, as being authorised by this document and valid.

### **12.2 Receipts**

A receipt that the Secured Party, one of its Authorised Representatives or agents or a Receiver gives for any money payable to or receivable by the Secured Party or the Receiver because of this document will:

- (a) relieve the person paying or handing over money or other property from all liability:
  - (i) for the application (or any loss or misapplication) of the money or other property;
  - (ii) to enquire whether the Secured Money has become payable; and
  - (iii) (where appropriate) as to the propriety or regularity of the appointment of the Receiver; and
- (b) discharge the person paying that money from its liability to pay that money.

## 13. APPLICATION OF MONEY

### 13.1 Order

- (a) Money that the Secured Party or a Receiver receives under or because of this document is to be applied, after satisfaction of any claims that the Secured Party or the Receiver is aware is a claim that ranks in priority to the Security Interest granted in clause 2.1, in the following order or in any other order that the Secured Party or the Receiver may determine in its absolute discretion, subject to any Transaction Documents or applicable law to the contrary (for example, section 140 of the PPSA where relevant):
- (i) **(expenses)** first in payment of all expenses that the Secured Party or a Receiver incurs in or incidental to the exercise or attempted exercise of a power or otherwise in relation to any Transaction Document;
  - (ii) **(outgoings)** then in payment of any other outgoings that the Receiver or the Secured Party thinks it appropriate to pay;
  - (iii) **(Receiver)** then in payment to the Receiver of any remuneration (whether by way of commission or otherwise);
  - (iv) **(indemnities)** then in payment to the Secured Party or a Receiver of any amount necessary to give effect to any indemnity contained in this document; and
  - (v) **(Secured Money)** then in payment to the Secured Party of the Secured Money.
- (b) Any surplus will belong to the Grantor or other persons entitled to it. The Secured Party or the Receiver may pay the surplus to the credit of a bank account in the name of the Grantor or other person entitled to it or into court and will then be under no further liability in relation to it. The surplus will not accrue interest.
- (c) When the Secured Party or a Receiver receives money under or because of this document, and applies it in payment to the Secured Party of the Secured Money, the Secured Party or the Receiver (as the case may be) may apply different parts of the money received to different parts of the Secured Money, regardless of any appropriation by the Grantor, as the Secured Party or Receiver chooses.

### 13.2 Only actual receipts credited

In applying any money towards the Secured Money, the Grantor's account will be credited only with the amount of the money that the Secured Party actually receives for that purpose. The credit will date from the time of receipt.

### 13.3 Compensation

If any compensation becomes payable for the Secured Property, the Secured Party may:

- (a) apply the sum received on account of any compensation, at the Secured Party's option, in or towards repayment of the Secured Money;
- (b) make, enforce, settle or compromise any claims relating to compensation; and
- (c) execute any necessary assurances and releases in the names of the Grantor and the Secured Party.

If any compensation comes into the hands of the Grantor before a final irrevocable discharge of this document, the Grantor must immediately pay it to the Secured Party.

#### 13.4 **Certificates and disputes**

- (a) The Secured Party may rely on a certificate issued by any person who claims to be entitled to any money received from the exercise of any right in relation to the Secured Property which states that the Grantor owes it a certain amount of money, without making any further enquiry.
- (b) If there is any dispute between any persons (other than the Secured Party) regarding an entitlement to receive any money received from the exercise of any right in relation to the Secured Property, the Secured Party may pay that money into court, and after doing so does not have any further obligation in respect of that money.

#### 13.5 **No interest**

The Secured Party is not obliged to pay interest to any person on any money received from the exercise of any right in relation to the Secured Property.

#### 13.6 **Payment into bank account**

The Secured Party or the Receiver may pay any money to the credit of a bank account in the name of a person to whom it is obliged to pay any money received from the exercise of any right in relation to the Secured Property, and having done so is under no further liability in respect of that money.

#### 13.7 **Amounts contingently due**

- (a) If any part of the Secured Money is contingently owing to the Secured Party when money is being applied under clause 13.1 the Secured Party or Receiver may:
  - (i) retain an amount equal to the amount contingently owing, or any part of it; and
  - (ii) put that amount in an interest-bearing account, payable at call.
- (b) If the amount which is contingently owing:
  - (i) becomes payable; or
  - (ii) ceases to be contingently owing,the Secured Party or Receiver must apply the amount retained (and any interest earned on it) in accordance with clause 13.1.

### 14. **CONTINUING SECURITY**

#### 14.1 **Continuity**

The Security Interest granted in clause 2.1:

- (a) is a continuing security, and remains in full force until a final irrevocable discharge of that Security Interest is given to the Grantor under clause 17 despite any transaction or other thing (including a settlement of account or intervening payment); and
- (b) will apply to the present and future balance of the Secured Money.

#### 14.2 **Limitations on Grantor's rights**

Until the Secured Money has been irrevocably paid and discharged in full, the Grantor may not:

- (a) share in any Guarantee, Security Interest or money received or receivable by the Secured Party in relation to the Secured Money or stand in the place of the Secured Party in relation to any Guarantee, Security Interest or right to receive money;
- (b) in reduction of its liability under this document, raise a defence, set off or counterclaim against the Secured Party or claim a set off or make a counterclaim against the Secured Party; or
- (c) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any document or agreement to which the Secured Party is a party.

#### 14.3 **No marshalling**

The Secured Party is not under any obligation to marshal or appropriate in favour of the Grantor or to exercise, apply, perfect or recover any Security Interest that the Secured Party holds at any time or any funds or property that the Secured Party may be entitled to receive or have a claim on.

#### 14.4 **Effect of Insolvency Event**

- (a) If an Insolvency Event has occurred in relation to an Obligor, any amount paid by that Obligor (**relevant payment**) will only be applied against any Secured Money if:
  - (i) the Secured Party forms the opinion in good faith (which will be conclusively binding on the Grantor) that it will not be required to pay the relevant payment to any person under any law relating to bankruptcy, winding up or the protection of creditors; or
  - (ii) a final judgment is given by a court of competent jurisdiction in favour of the Secured Party that it is not required to pay the relevant payment to any person under any law relating to bankruptcy, winding up or the protection of creditors.
- (b) If an amount is applied against any Secured Money and the Secured Party pays or determines that it is obliged to pay the relevant amount to any person under any law relating to bankruptcy, winding up or the protection of creditors:
  - (i) the Secured Party's rights are to be reinstated and will be the same in relation to that amount as if the application, or the payment or transaction giving rise to it, had not been made; and
  - (ii) the Grantor must immediately do anything (including the signing of documents) required by the Secured Party to restore to the Secured Party any Guarantee or Security Interest to which it was entitled immediately before that application or the payment or transaction giving rise to it.
- (c) Any discharge or release between the Secured Party and the Grantor is subject to reinstatement of the Secured Party's rights under this subclause.

**15. RECOVERY OF GST**

- (a) Unless otherwise indicated all amounts referred to in this document are exclusive of GST.
- (b) If the Secured Party makes a taxable supply under or in connection with this document for consideration that is exclusive of GST, the Grantor must:
  - (i) pay to the Secured Party an amount equal to any GST for which the Secured Party is liable in relation to that supply; and
  - (ii) make that payment as and when the consideration or part of it must be paid or provided.
- (c) If requested by the Grantor, the Secured Party must issue a tax invoice for a taxable supply to the person to whom it made the supply.
- (d) The Grantor's obligation to reimburse the Secured Party for an amount paid or payable to a third party (including an obligation to pay the Secured Party's or another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the Secured Party is entitled to an input tax credit for that GST. Unless notified otherwise by the Secured Party, the Grantor must assume that the Secured Party is not entitled to any input tax credit for that GST.

**16. INDEMNITIES**

**16.1 General indemnities**

The Grantor must indemnify the Secured Party against, and must pay the Secured Party on demand the amount of, all losses (including loss of profit), liabilities, costs, expenses and Taxes (other than Excluded Taxes) incurred in connection with each of the following:

- (a) any Secured Money being paid or becoming due for payment other than on its due date, or any amount required to be paid under any Transaction Document not being paid on its due date, including losses (including loss of profit), liabilities, costs, expenses and Taxes (other than Excluded Taxes) incurred because of:
  - (i) the cancellation, termination, unwinding or alteration of any swap or other arrangement made by the Secured Party to fund the Secured Money or other amount ; or
  - (ii) any liquidation or re-employment of deposits or other funds acquired by the Secured Party to fund the Secured Money or other amount;
- (b) the preparation, negotiation, execution, stamping and registration of the Transaction Documents and the satisfaction of any conditions precedent;
- (c) the transactions that the Transaction Documents contemplate;
- (d) any amendment to, or any consent, approval, waiver, release or discharge of or under, a Transaction Document;
- (e) any Event of Default or Potential Event of Default;
- (f) the administration, and any actual or attempted preservation or enforcement, of any rights under the Transaction Documents;
- (g) an enquiry by a Government Agency involving the Grantor; and

- (h) any action taken by the Secured Party under or in relation to the PPSA, including any registration, or any response to an amendment demand or a request under section 275 of the PPSA,

including legal expenses on a full indemnity basis (provided that the Grantor shall only be liable for reasonable legal expenses incurred in connection with clause 16.1(b)), the Secured Party's internal administration and legal costs at the rate and on the basis determined by the Secured Party and expenses incurred by the Secured Party in engaging investigative accountants and financial consultants (but only where such engagement is made after the occurrence of an Event of Default or a Potential Event of Default).

#### 16.2 **Indemnity for exercise of rights or proceedings**

To the extent permitted by law, the Grantor must indemnify each of the Secured Party, each Authorised Representative and agent of the Secured Party, each Receiver and Attorney of the Grantor and any other person appointed under this document or the Corporations Act by or on behalf of the Secured Party as secured party under this document against, and must pay each of them on demand the amount of all losses, liabilities, costs, expenses and Taxes (other than Excluded Taxes) that they each incur:

- (a) (directly or indirectly) in the exercise or attempted exercise of any of the powers, rights, discretions or remedies (express or implied) vested in them under this document or the Corporations Act; and
- (b) in connection with all proceedings, expenses, claims and demands in relation to anything done or omitted in any way relating to Secured Property,

including legal expenses on a full indemnity basis and expenses incurred in engaging investigative accountants and financial consultants (but only where such engagement is made after the occurrence of an Event of Default or a Potential Event of Default) except to the extent that any such losses, liabilities, costs, expenses and Taxes are a direct and foreseeable result of the fraud, gross negligence or wilful misconduct of that person.

#### 16.3 **Currency indemnity**

If, for any reason (including as a result of a judgment or order), an amount payable by the Grantor under or in respect of this document (**Relevant Amount**) is received by the Secured Party in a currency (**Payment Currency**) that is not the currency in which the amount is expressed to be payable under this document (**Required Currency**) then the Grantor, as an independent obligation, must indemnify the Secured Party against, and must pay the Secured Party on demand the amount of, any shortfall between:

- (a) the amount of Required Currency which the Secured Party receives on converting the amount it received in the Payment Currency into an amount in the Required Currency in accordance with its usual practice; and
- (b) the Relevant Amount in the Required Currency.

#### 16.4 **Recovery from Secured Property**

A person who is entitled to be indemnified for a loss, liability, expense or Tax under clauses 16.1, 16.2 or 16.3 may recover the amount to be indemnified direct from the Secured Property.



17. **DISCHARGE**

The Secured Party must at the request and cost of the Grantor reconvey, surrender or release any remaining Secured Property (as appropriate) to the Grantor and the Secured Property will then be discharged from this document:

- (a) when the Secured Party is satisfied that:
  - (i) all the Secured Money has been irrevocably paid and discharged in full; and
  - (ii) no amount remains contingently payable or may become payable on the security of this document (including under an indemnity); and
- (b) on payment or retention of all expenses incurred by or payable to the Secured Party, its Authorised Representatives or any Receiver or Attorney.

Any discharge is subject to clause 14.4.

18. **CONFIDENTIALITY**

18.1 **General confidentiality**

The parties to this document agree that the Secured Party must not disclose any information provided by the Grantor under the Transaction Documents to any person who is not a party, and the Grantor must not disclose any information concerning the contents of or the transactions contemplated by any Transaction Document, including in each case information of the kind mentioned in section 275(1) of the PPSA, to any person who is not a party, except to the extent that:

- (a) **(permitted by documents)** the disclosure is expressly permitted by a Transaction Document or required by law to ensure the enforceability or priority of any Transaction Document;
- (b) **(consent of other party)** the other party consents to the disclosure;
- (c) **(public domain)** the information is already in the public domain, unless it entered the public domain because of a breach of confidentiality by the disclosing party;
- (d) **(employees and advisers)** the disclosure is made on a confidential basis to the officers, employees, agents, lawyers, auditors or other professional advisers of the party or its holding company. For the avoidance of doubt, it is not mandatory for a receiving party to enter into any written confidentiality undertaking in respect of any disclosure made under this paragraph;
- (e) **(comply with laws)** the disclosure is necessary to comply with any applicable law, or an order of a court or tribunal;
- (f) **(comply with directives)** the disclosure is necessary to comply with a directive or request of any Government Agency (whether or not having the force of law);
- (g) **(obtain Authorisations)** the disclosure is necessary or desirable to obtain an Authorisation from any Government Agency;
- (h) **(discovery and litigation)** the disclosure is necessary or desirable in relation to any discovery of documents, or any proceedings before a court, tribunal or other Government Agency; or
- (i) **(Secured Party's purposes)** it is in the Secured Party's interest to disclose the information, including:

- (i) to persons considering purchasing the Secured Party or who are involved in valuing the Secured Party for ratings purposes; or
- (ii) to persons considering taking an assignment of, interest in or exposure to the Facility or the Transaction Documents, including under securitisation or sub-participation arrangements.

Any disclosure made under this clause 18.1(i) must be made on the basis that the receiving party must keep the information confidential as required by this clause.

## 18.2 **No request**

The Grantor agrees not to exercise its rights to make any request of the Secured Party under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section (but this does not limit the Grantor's rights to request information other than under section 275).

## 19. **NOTICES**

### 19.1 **How to give a notice**

A notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given in one of the following ways:
  - (i) sent by prepaid mail (by airmail, if the addressee is overseas) or delivered to that person's address;
  - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full without error;
  - (iii) given personally; or
  - (iv) given in any other manner permitted by law.

### 19.2 **When a notice is given**

Subject to clause 19.3, a notice, consent or other communication that complies with this clause is conclusively regarded as given and received:

- (a) if it is sent by fax or delivered, if received:
  - (i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or
  - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day;
- (b) if it is sent by mail, when it would be delivered in the ordinary course of post, but in any event:
  - (i) not later than three Business Days after posting within Australia; or

- (ii) not later than seven Business Days after posting to or from a place outside Australia;
- (c) if given personally, when actually received by that person; and
- (d) if it is given in any other manner permitted by law, when actually received by that person, unless a later time of receipt is specified in it.

### 19.3 Notices to the Secured Party

Any notice, consent or other communication to be made or delivered to the Secured Party will be effective:

- (a) only when actually received by it; and
- (b) only if it is expressly marked for the attention of the department or officer specified in the following clause (or any substitute department or officer as it specifies for this purpose).

### 19.4 Address for notices

A person's address and fax number are those set out below, or as the person notifies the sender:

#### **Secured Party**

Address: Level 16  
Chifley Tower  
2 Chifley Square  
Sydney NSW 2000  
Australia

Fax number: +61 2 9324 3170

Attention: Justin Churchill / Luke Goldsworthy

Email: justin.churchill@ubs.com / luke.goldsworthy@ubs.com

#### **Grantor**

Address: Department of Treasury  
P O Box 542  
Waigani 131  
N.C.D.  
Papua New Guinea

Fax number: +675 3128804

Attention: Mr Dairi Vele, Secretary for Department of Treasury

Email address: dairi\_vele@treasury.gov.pg

Telephone: +675 3235600

## 20. AMENDMENT AND ASSIGNMENT

### 20.1 Amendment

This document can only be amended or replaced by another document executed by the parties.

### 20.2 Assignment

- (a) The Grantor may only assign, encumber, declare a trust over or otherwise deal with its rights under any Transaction Document with the written consent of the Secured Party.

- (b) Subject to the terms of the Security Trust Deed, the Secured Party may assign, encumber, declare a trust over or otherwise deal with its rights under this document without the consent of the Grantor, and may disclose to any potential holder of the right, or an interest in the right, any information relating to this document or any party to it.
- (c) After any disposal by the Secured Party of its rights under the Security Interest granted in clause 2.1, the Secured Party may serve a Participant Change Notice on the Grantor and the Grantor must agree to the novation of the Sponsorship Agreement to a Controlling Participant acceptable to the Secured Party.

## 21. GENERAL

### 21.1 Governing law

- (a) This document is governed by the laws of the State of New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with any Transaction Document.
- (c) The Grantor irrevocably waives:
  - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
  - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.
- (d) The Grantor confirms the appointment of NOROSE NOTICES AUSTRALIA PTY LTD ACN 158 029 586 under clause 28 of the Facility Agreement of Level 16, Grosvenor Place, 225 George Street, Sydney, NSW 2000 as its agent to receive service of process for any proceedings in connection with any Transaction Document. The Grantor undertakes to maintain this appointment until all Secured Money is repaid, and agrees that any process served on that person is taken to be served on it.

### 21.2 Liability for own expenses

The Grantor is liable for its own costs and expenses in complying with this document, including where it does so at the Secured Party's request or for the Secured Party's benefit.

### 21.3 Giving effect to this document

- (a) The Grantor must do anything (including executing any Transfer and other transfer in blank, or any other document, and perfecting and protecting any Security Interest intended to be created by or pursuant to this document), and must ensure that its employees and agents do anything, that the Secured Party may reasonably require to:
  - (i) give full effect to this document; or
  - (ii) more fully secure the rights, remedies and powers of the Secured Party under this document or to enable the Secured Party to exercise those rights, remedies and powers,

including giving directions to any Controlling Participant in respect of any CHESSE Securities in the Secured Property.

- (b) The Secured Party may, at the Grantor's cost, do anything which the Grantor should have done under this document if the Grantor does not do so promptly or, if in the Secured Party's opinion, the Grantor does not do so properly.

**21.4 Authority to register and waiver of right to receive verification statements**

The Grantor acknowledges that the Secured Party may, at the Grantor's cost, register one or more financing statements in relation to its Security Interest. If permitted by the PPSA, the Grantor waives its right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement.

**21.5 Variation of rights**

The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

**21.6 Operation of this document**

- (a) Subject to clause 21.6(b), the Transaction Documents contain the entire agreement between the parties about their subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by the Transaction Documents and has no further effect.
- (b) Any right that the Secured Party may have under the Transaction Documents is in addition to, and does not replace or limit, any other right that the Secured Party may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

**21.7 Operation of indemnities**

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) The Secured Party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.
- (c) If a provision of this document is expressed to:
  - (i) indemnify;
  - (ii) exclude or limit any liability of; or
  - (iii) otherwise benefit,

a person who is not a party to this document, the Grantor agrees that the Secured Party holds the benefit of that indemnity, exclusion, limitation or other benefit for that person and may enforce this document on their behalf and for their benefit.

#### 21.8 **Consents**

Where this document contemplates that the Secured Party may agree or consent to something (however it is described), the Secured Party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

unless this document expressly contemplates otherwise.

#### 21.9 **Statements by Secured Party**

A statement by an Authorised Representative of the Secured Party on any matter relating to any Transaction Document (including any amount owing by the Grantor) is conclusive unless clearly wrong on its face.

#### 21.10 **Set-off**

If an Event of Default occurs and is continuing, the Secured Party, without notice to the Grantor, may combine any account that the Grantor holds at any branch or office (in Australia or elsewhere) of the Secured Party with, or set off any amount in any currency that is or may become owing in any currency by the Secured Party to the Grantor against, any amount owing by the Grantor to the Secured Party under the Transaction Documents. For this purpose the Secured Party may:

- (a) change the terms (including the repayment date) of any account or other payment obligation between the parties;
- (b) convert amounts into different currencies in accordance with the Secured Party's usual practice; and
- (c) do anything (including execute any document) in the name of the Grantor that the Secured Party considers necessary or desirable.

This subclause overrides any other document or agreement to the contrary.

#### 21.11 **No merger**

Nothing in this document merges with any other Security Interest, or any Guarantee, judgment or other right or remedy, that the Secured Party may hold at any time.

#### 21.12 **Exclusion of contrary legislation**

Any legislation that affects an obligation of the Grantor in a manner that is adverse to the interests of the Secured Party, or adversely affects the exercise by the Secured Party of a right or remedy, under or relating to this document is excluded to the full extent permitted by law.

#### 21.13 **Counterparts**

This document may be executed in counterparts. Delivery of a counterpart of this document by email attachment or fax constitutes an effective mode of delivery.

#### 21.14 **Execution by fewer than all parties**

This document binds the Grantor even if the Secured Party does not execute or only subsequently executes this document.

## **SCHEDULE 1**

### **Initial Securities**

1. **CHESS SECURITIES**

Name and ARBN of Issuer: Oil Search Limited, ARBN 055 079 868

Description of Marketable Securities: Fully Paid Ordinary Shares

Number of Marketable Securities: 12,377,994

Holder Identification or Shareholder Reference Number: The number notified by UBS Nominees Pty Ltd to the other party to this document.

**EXECUTED** as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

Agreed and accepted for and on behalf of the Independent State of Papua New Guinea:

**Signed, Sealed and Delivered** for and on behalf of the  
**INDEPENDENT STATE OF PAPUA NEW GUINEA**  
by Sir Michael Ogio, G.C.M.G., K.St.J., Governor General,  
acting with and in accordance with the advice of the  
National Executive Council:



.....

in the presence of:




.....

Name: CARL ORUK  
Title:



**Signed, Sealed and Delivered** for **UBS Nominees Pty Ltd** under power of attorney in the presence of:

  
\_\_\_\_\_  
Witness Signature

**KEVIN LU**  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of attorney

**Kevin Bush**  
**Managing Director**  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of attorney

**Lance McKegg**  
**Executive Director**  
\_\_\_\_\_  
Print Name

Annexure C

Specific Security Deed  
(CHESS Securities - Collar)

**Independent State of Papua New Guinea**

and

**UBS AG, Australia Branch**

ABN 47 088 129 613

Project Kumul

12 March 2014

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THIS DEED is made on 12 March 2014

**BETWEEN:**

- (1) **Independent State of Papua New Guinea** (the **Grantor**); and
- (2) **UBS AG, Australia Branch** ABN 47 088 129 613 of Level 16, Chifley Tower, 2 Chifley Place, Sydney NSW 2000, Australia (the **Secured Party**).

**RECITALS**

- (A) The parties entered into the Equity Derivative Financing Agreement on or around the date of this document.
- (B) The parties enter into this document in connection with the Equity Derivative Financing Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

**ASX Settlement** means ASX Settlement Pty Limited (ABN 49 008 504 532).

**ASX Settlement Rules** means the ASX Settlement Operating Rules and any other operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX Settlement, as amended from time to time.

**Attorney** means an attorney appointed under an Equity Derivative Financing Document and any attorney's substitute or delegate.

**CHESS Security** means a Marketable Security that is registered on a CHESS Subregister.

**CHESS Subregister** means, for the Issuer, that part of its share register that is maintained by ASX Settlement under CHESS.

**Collateral Security** means a Security Interest or Guarantee (other than the Security Interest granted in clause 2.1) from any person that secures or otherwise provides for payment of any Secured Money.

**Controlling Participant** means UBS Securities Australia Limited ABN 62 008 586 481 or any other person acceptable to the Secured Party who is able to sponsor Marketable Securities on a CHESS Subregister.

**Event of Default** means an "Event of Default" (as defined in the Equity Derivative Financing Agreement) in respect of which the Grantor is the Defaulting Party or a "Termination Event" (as defined in the Equity Derivative Financing Agreement) in respect of which the Grantor is the Affected Party.

**Equity Derivative Financing Agreement** means the confirmation letter dated on or about the date of this document between the Grantor and the Secured Party, including any ISDA master agreement or credit support annex incorporated in or entered into under or in relation to the letter or the transactions contemplated therein.

**Issuer** means Oil Search Limited, a company incorporated under the laws of the Independent State of Papua New Guinea with ARBN 055 079 868.

**Marketable Security** means:

- (a) an intermediated security;
- (b) a debenture, stock or bond, unit in a unit trust, or other marketable security; and
- (c) any other investment instrument.

**New Right** means a present or future right of the Grantor:

- (a) to or in any money, dividend (including any return of capital), interest, offer, bonus, note or other Marketable Security, or any entitlement to subscribe for any of them;
  - (b) resulting from any substitution, conversion, redemption, forfeiture, cancellation, reclassification, consolidation or subdivision; or
  - (c) resulting from a reduction of capital, liquidation or scheme of arrangement,
- in connection with the Secured Property.

**Nominee** means UBS Nominees Pty Ltd ABN 32 001 450 522.

**Nominee Deed** means the Nominee Deed dated on or about the date of this document between the Grantor, the Secured Party, the Nominee and the Controlling Participant.

**Permitted Security Interest** means:

- (a) a Security Interest (if any) created under an Equity Derivative Financing Document;
- (b) a lien that arises by operation of law in the ordinary course of ordinary business, where the amount secured is not overdue or is being diligently contested in good faith and appropriately provisioned;
- (c) a Security Interest:
  - (i) existing on the date of this document that has been approved by the Secured Party; or
  - (ii) that arises after the date of this document and that the Secured Party approves before it arises,

where the amount secured does not increase, and the time for payment of that amount is not extended beyond the amount and time approved by the Secured Party.

**Receiver** means a receiver or a receiver and manager.

**Secured Money** means all amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by the Grantor to the Secured Party and the Finance Parties on any account at any time under or in connection with the Equity Derivative Financing Agreement or any other Equity Derivative Financing Document:

- (a) whether present or future, actual or contingent;
- (b) whether incurred alone, jointly, severally or jointly and severally;

- (c) whether the Grantor is liable on its own account or for the account of, or as surety for, another person and without regard to the capacity in which the Grantor is liable;
- (d) whether due to the Secured Party alone or with another person;
- (e) whether the Secured Party is entitled for its own account or the account of another person;
- (f) whether arising from a banker and customer relationship or any other relationship;
- (g) whether originally contemplated by the Grantor or the Secured Party or not;
- (h) whether the Secured Party is the original person in whose favour the undertakings in this document, the Equity Derivative Financing Agreement or any other Equity Derivative Financing Document were given or an assignee and, if the Secured Party is an assignee:
  - (i) whether or not the Grantor consented to or knew of the assignment;
  - (ii) no matter when the assignment occurred; and
  - (iii) whether or not the entitlements of that original person were assigned with the Security Interest granted in clause 2.1; and
- (i) if determined pursuant to any award, order or judgment against the Grantor, whether or not the Grantor was a party to the court proceedings, arbitration or other dispute resolution process in which that award, order or judgment was made.

**Secured Property** means all the Grantor's present and future interest in, to, under or derived from all:

- (a) Transferred Securities; and
- (b) New Rights.

**Transfer** means, in respect of a Marketable Security or a New Right, an executed document of transfer sufficient to transfer all the legal and beneficial ownership of that Marketable Security or New Right to the Secured Party or its nominee.

**Transferred Security** means, at any time, each Marketable Security of the Issuer held by, the Nominee as trustee for the Grantor pursuant to the Nominee Deed at that time.

## 1.2 Definitions in ASX Settlement Rules

Unless otherwise defined in this document, any capitalised term used in this document which is defined in the:

- (a) ASX Settlement Rules has the meaning given in the ASX Settlement Rules; and
- (b) an Equity Derivative Financing Agreement, including by incorporation, has the same meaning given in the Equity Derivative Financing Agreement.

## 1.3 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.



- (a) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it and any part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The expression **this document** includes the agreement, arrangement, understanding or transaction recorded in this document.
- (h) An Event of Default "continues" until the Secured Party notifies the Grantor that it has been:
  - (i) remedied to the satisfaction of the Secured Party; or
  - (ii) waived by the Secured Party.
- (i) Unless otherwise defined in this document, words that are defined in an applicable Accounting Standard have the same meaning in this document.
- (j) Unless otherwise defined in this document, words defined in the GST Law have the same meaning in clauses concerning GST.
- (k) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.

#### 1.4 PPSA terms

In this document, unless the context requires otherwise, the following terms have the meanings given to them in the PPSA:

- (a) amendment demand;
- (b) attach;
- (c) control;
- (d) financing change statement;
- (e) financing statement;
- (f) intermediated security;
- (g) investment instrument;
- (h) registration; and
- (i) verification statement.

### 1.5 **Non Business Days**

If the day on or by which a person must do something under this document is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

## 2. **SECURITY**

### 2.1 **Security clause**

The Grantor grants a security interest in the Secured Property to the Secured Party to secure the payment of the Secured Money. This security interest is a fixed charge.

### 2.2 **Priority**

The Security Interest granted in clause 2.1 is intended to take effect as a first ranking security subject only to those Permitted Security Interests which the Secured Party agrees in writing rank in priority to it.

### 2.3 **Transferred Securities**

The Grantor must:

- (a) at the time it executes this document, enter into the Nominee Deed with the Secured Party, the Nominee and the Controlling Participant in respect of the Transferred Securities; and
- (b) at each time that any transfer of Marketable Securities of the Issuer from the Secured Party to the Nominee occurs under the Nominee Deed:
  - (i) give the Secured Party, the Nominee and the Controlling Participant the applicable holder or other identification numbers and information sufficient to identify the Transferred Securities (including a copy of the relevant holding statement);
  - (ii) do everything within its power that is necessary to ensure that the relevant Transferred Securities are recorded on the Issuer's CHES Subregister; and

- (iii) do everything within its power to transfer sponsorship of the relevant Transferred Securities to the Controlling Participant.

This clause does not apply to the extent that the Secured Party agrees otherwise under clause 2.9.

#### 2.4 **Documents relating to New Rights**

The Grantor must deposit with the Secured Party or the Secured Party's nominee:

- (a) all certificates, transfers and other documents or agreements evidencing title to New Rights; and
- (b) Transfers (in form and number satisfactory to the Secured Party) with the name of the transferee, the consideration and the date left blank, in respect of those new Rights,

immediately it acquires those New Rights.

#### 2.5 **Dividends and votes**

The Grantor may exercise rights (including voting rights) in connection with the Secured Property to the extent contemplated by the Nominee Deed.

#### 2.6 **Secured Party entitled to exercise rights on default**

If an Event of Default occurs and is continuing:

- (a) the Grantor must, if the Secured Party gives notice to the Grantor requiring it to do so, do everything necessary to ensure that the Secured Property is registered in the name of the Secured Party or its nominee in accordance with any directions contained in that notice;
- (b) the Grantor's rights under clause 3.2 (*Voting*) of the Nominee Deed immediately cease;
- (c) the Secured Party may exercise or refrain from exercising any rights in connection with the Secured Property; and
- (d) the Secured Party may receive all New Rights and apply them (or their sale proceeds) in accordance with clause 13.1.

#### 2.7 **Acknowledgment of no subordination**

The Grantor acknowledges that the Secured Party has not agreed to subordinate its Security Interest in the Secured Property to any other interest in the Secured Property, except to the extent (if any) expressly provided by an Equity Derivative Financing Document.

#### 2.8 **Collateral Security**

The Security Interest granted in clause 2.1 is collateral to and secures the same money as is secured by Collateral Securities.

#### 2.9 **Nominees and custodians**

If the Secured Party agrees that any of the Secured Property can be held by a nominee or custodian on behalf of the Grantor other than the Nominee, the Grantor undertakes to procure that the nominee or custodian:

- (a) acknowledges and consents to the Security Interest created by clause 2.1;
- (b) agrees to hold the Secured Property on such terms as the Secured Party requires, including by agreeing not to:
  - (i) create or allow another interest in any Secured Property other than a Permitted Security Interest; or
  - (ii) dispose, or part with possession, of any Secured Property, without the consent of the Secured Party; and
- (c) agrees to do anything, including executing documents, that the Secured Party may require to enable it to perfect its Security Interest by control.

### 3. **DEALINGS WITH SECURED PROPERTY**

#### 3.1 **Restricted dealings**

The Grantor must not do, or agree to do, any of the following unless it is permitted to do so by another provision in an Equity Derivative Financing Document:

- (a) create or allow another interest in any Secured Property other than a Permitted Security Interest; or
- (b) dispose, or part with possession, of any Secured Property.

### 4. **REPRESENTATIONS AND WARRANTIES**

#### 4.1 **General representations and warranties of the Grantor**

The provisions of paragraph 1 (*Disclosure requirement and additional representations and warranties*) of the Equity Derivative Financing Agreement apply to this document as if set out in full in this document, except that references to "Party B" are to the "Grantor", references to "Party A" are to the "Secured Party" and with any other necessary changes.

#### 4.2 **Representations and warranties regarding Secured Property**

The Grantor represents and warrants to the Secured Party that:

- (a) **(Secured Property)**
  - (i) it is the beneficial owner of the Secured Property (and the Secured Property is held by the Nominee in accordance with the Nominee Deed), and
  - (ii) it has full power to grant a Security Interest in the Secured Property in the manner provided in this document; and
  - (iii) the Security Interest granted in clause 2.1 is an effective security in the Secured Property, except to the extent (if any) set out in any Equity Derivative Financing Document or that the Secured Party may otherwise agree;
- (b) **(no other interest)** no other person has any interest in or other right over the Secured Property except:
  - (i) the Nominee, pursuant to the terms of the Nominee Deed;

- (ii) to the extent (if any) set out in any other Equity Derivative Financing Document;
  - (iii) Permitted Security Interests; or
  - (iv) as otherwise agreed by the Secured Party;
- (c) **(location of Secured Property)** at the date of execution of this document, none of the Secured Property is located, or taken for the purposes of New South Wales stamp duty law to be located, in New South Wales;
  - (d) **(no escrow or other conditions)** the Secured Property is not subject to any escrow or other conditions imposed by the Corporations Act or under the rules of any stock exchange;
  - (e) **(all calls satisfied)** all calls made in respect of the Secured Property have been satisfied;
  - (f) **(fully paid Marketable Securities)** the Marketable Securities in the Secured Property are all fully paid; and
  - (g) **(no money owing to Issuer)** no money is owing by the Grantor to the Issuer in connection with the Secured Property.

#### 4.3 Repetition of representations and warranties

The representations and warranties in:

- (a) clause 4.1 (*General representation and warranties of the Grantor*) are taken to be repeated on each date that the corresponding representation or warranty in the Equity Derivative Financing Agreement is repeated under the terms of the Equity Derivative Financing Agreement, on the basis of the facts and circumstances as at that date; and
- (b) clause 4.2 (*Representations and warranties regarding Secured Property*) are taken to be repeated on each date from the date of this document until the date on which all amounts outstanding under the Equity Derivative Financing Documents have been paid in full, on the basis of the facts and circumstances as at that date.

#### 4.4 No representations by the Secured Party

The Grantor acknowledges that it has not relied and will not rely on any financial or other advice, representation, statement or promise provided or made by or on behalf of the Secured Party in deciding to enter into this document or to exercise any right or perform any obligation under it.

### 5. GRANTOR'S UNDERTAKINGS

#### 5.1 Undertakings of the Borrower

Clause 13 of the Bridge Facility Agreement is incorporated into this document as if set out in full, except that references to the "Borrower" are to the "Grantor", references to "this document" or "Transaction Documents" are to the "Equity Derivative Financing Documents", and with any other necessary changes.

#### 5.2 General undertakings

The Grantor must:

- (a) **(obligation to pay)** punctually pay the Secured Money when it becomes payable in accordance with the Equity Derivative Financing Documents or, in the absence of any agreement or after default under any agreement, on demand by the Secured Party;
- (b) **(registration and stamping)** at its own cost ensure that:
  - (i) this document is immediately registered with any Government Agency specified by the Secured Party if the Secured Party determines that registration is necessary to perfect the Security Interest granted in clause 2.1 or to protect the rights or priority of the Secured Party; and
  - (ii) this document is stamped for the proper amount within the period provided by law in each state and territory of Australia in which this document is required to be stamped; and
- (c) **(ensure no Event of Default)** ensure that no Event of Default in respect of which the Grantor is the Defaulting Party occurs.

### 5.3 **Other undertakings regarding Secured Property**

The Grantor must:

- (a) **(outgoings)**
  - (i) punctually pay all outgoings (including Taxes) in respect of the Secured Property payable by it, except to the extent that:
    - (A) these are being diligently contested in good faith and by appropriate proceedings;
    - (B) it has made adequate reserves for them; and
    - (C) failure to pay them will not have a Material Adverse Effect on it or prejudice the Secured Property;
  - (ii) pay the contested amount after the final determination or settlement of the relevant contest; and
  - (iii) on request by the Secured Party, immediately hand to the Secured Party evidence of every payment covered by this undertaking or required under this document;
- (b) **(preserve and protect security)** promptly do everything necessary or reasonably required by the Secured Party to:
  - (i) preserve and protect the value of the Secured Property; or
  - (ii) protect and enforce its title and rights and the Secured Party's title as secured party to the Secured Property;
- (c) **(issuer information)** give to the Secured Party as soon as it receives them copies of:
  - (i) each document that the Issuer gives to the Grantor in connection with the Secured Property; and

- (ii) such other information in its possession relating to the financial condition, business, property and affairs of the Issuer as the Secured Party reasonably requests;
- (d) (**comply with constitution**) do everything the Grantor is required to do (including the payment of calls or instalments) by the constitution of the Issuer;
- (e) (**perfection by control**) to the extent that any Secured Property is of a type in which a security interest can be perfected by control under the PPSA, do anything that the Secured Party may reasonably require to enable it to perfect its Security Interest by control;
- (f) (**Nominee Deed**) without limiting clause 5.3(e), ensure that:
  - (i) the Nominee Deed is in force at all times in relation to all CHESS Securities in the Secured Property;
  - (ii) it complies with all its obligations under, and does not do or omit to do anything which would cause any other party to the Nominee Deed to breach or to be unable to comply with its obligations under, the Nominee Deed;
  - (iii) it does nothing, and it does not instruct or otherwise cause the Nominee to do anything, without the consent of the Secured Party to remove any CHESS Securities from the CHESS Subregister or the control of the Controlling Participant (even if the Controlling Participant is suspended from CHESS participation); and
  - (iv) it does everything required by the Secured Party, if sponsorship of any CHESS Securities in the Secured Property is under the terms of the ASX Settlement Rules to be transferred to another Controlling Participant, to transfer that sponsorship to the new Controlling Participant;
- (g) (**New Rights**) give the Secured Party particulars of all New Rights and documentary or other evidence of New Rights immediately after becoming aware of the New Rights;
- (h) (**take up**) at the Secured Party's request take up New Rights if, in the Secured Party's opinion, failure to do so could mean the Secured Property or the Security Interest granted in clause 2.1 may become materially lessened in value or prejudicially affected; and
- (i) (**location of registers**) ensure that:
  - (i) as at the date on which a Security Interest is granted over a Marketable Security in accordance with clause 2.1, it is recorded on the CHESS Subregister for the issuer of the Marketable Security or another register approved by the Secured Party in writing; and
  - (ii) ensure that a CHESS Security is not removed from that register without the Secured Party's consent.

## 6. SECURED PARTY'S POWERS

### 6.1 Exercise of rights by Secured Party

If the Secured Party exercises a power, right, discretion or remedy in connection with this document, that exercise is taken not to be an exercise of a power, right, discretion or remedy under the PPSA unless the Secured Party states otherwise at the time of exercise.

However, this clause does not apply to a power, right, discretion or remedy which can only be exercised under the PPSA.

## 6.2 **No notice required unless mandatory**

To the extent the law permits, the Grantor waives:

- (a) its rights to receive any notice that is required by:
  - (i) any provision of the PPSA (including a notice of a verification statement); or
  - (ii) any other law before a secured party or Receiver exercises a power, right, discretion or remedy; and
- (b) any time period that must otherwise lapse under any law before a secured party or Receiver exercises a power, right, discretion or remedy.

If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

However, nothing in this clause prohibits the Secured Party or any Receiver from giving a notice under the PPSA or any other law.

## 6.3 **Secured Party's right to make good a default**

- (a) If the Grantor breaches this document, the Secured Party may do everything it considers to be necessary or desirable to attempt to remedy the breach to the Secured Party's satisfaction. The Secured Party is not obliged to do so. Any liabilities or expenses incurred by the Secured Party in attempting to remedy any such breach must be reimbursed by the Grantor on demand and, pending reimbursement, will be part of the Secured Money.
- (b) Clause 6.3(a) does not limit any other right the Secured Party has under this document or at law.

## 6.4 **Powers on enforcement**

If this document has become enforceable, the Secured Party or any of its Authorised Representatives, without notice to the Grantor, may:

- (a) exercise any of the powers that might be exercised by a Receiver even if a Receiver has not been appointed; and
- (b) complete any Transfer, other transfer or instrument of any nature executed by or on behalf of the Grantor in blank and deposited with the Secured Party as Collateral Security in favour of, or take any other action required to transfer any Secured Property to, the Secured Party or any appointee of the Secured Party or any other person.



## 7. POWER OF ATTORNEY

### 7.1 Appointment of Attorneys

The Grantor irrevocably appoints the Secured Party and each Authorised Representative of the Secured Party and as an independent appointment appoints any Receiver, severally its attorney, at the Grantor's cost, to:

- (a) **(all acts necessary)** do anything necessary or desirable in the opinion of the Secured Party or the Attorney to:
  - (i) complete this document;
  - (ii) give full effect to this document;
  - (iii) better secure the Secured Property to the Secured Party in a manner consistent with this document; or
  - (iv) assist in the execution or exercise of any power under this document, including give directions to the Nominee or any Controlling Participant in respect of CHESSE Securities in the Secured Property, and execute any Transfer (including a Transfer in blank) or other document;
- (b) do all or any of the following while an Event of Default in respect of which the Grantor is the Defaulting Party is continuing:
  - (i) **(recover Secured Property)** demand, sue for, recover and give discharge for the Secured Property;
  - (ii) **(commence actions)** commence, carry on, enforce, settle, arrange and compromise any proceedings to obtain or enforce the payment or delivery of the Secured Property;
  - (iii) **(compound debts)** compound, settle or compromise any debt of the Grantor in connection with the Secured Property;
  - (iv) **(execute deeds)** execute any agreement including any deed of assignment, composition or release in connection with the Secured Property;
  - (v) **(exercise Marketable Security owner's rights)** exercise all or any powers, rights, discretions and remedies available to any owner or holder (whether beneficial or otherwise) of any Marketable Securities included in the Secured Property (including any right to give directions to the Nominee or any Controlling Participant or to redeem any Marketable Security and rights available to an owner of Marketable Securities under the Corporations Act or any other statute, or under the rules of any stock exchange); and
  - (vi) **(general)** do anything else that the Grantor must or may do, or that the Secured Party may do, under this document or by law.

### 7.2 General

- (a) Each Attorney may appoint and remove substitutes, and may delegate its powers (including this power of delegation) and revoke any delegation.
- (b) An Attorney may do anything contemplated by this clause even if the Attorney is affected by an actual or potential conflict of interest or duty, or might benefit from doing it.

- (c) An Attorney may do anything contemplated by this clause in its name, in the name of the Grantor or in the name of both of them.
- (d) The Grantor must ratify anything done by an Attorney under this clause.
- (e) The Grantor gives the power of attorney in this clause:
  - (i) to secure performance by the Grantor of its obligations to the Secured Party under this document and any property interest of the Secured Party under this document; and
  - (ii) for valuable consideration, receipt of which is acknowledged by the Grantor.

## 8. ENFORCEMENT

### 8.1 Circumstances when this document may be enforced

The Secured Money will immediately become payable at the Secured Party's option (despite any delay or previous waiver of the right to exercise that option) without the need for any demand or notice under this document or under another Equity Derivative Financing Document, and this document will immediately become enforceable (whether or not the Secured Money has become payable in this manner) if an Event of Default occurs.

### 8.2 Enforcement despite earlier payment

This document may be enforced:

- (a) even if the Secured Party accepts a payment of interest or other amount after the occurrence of any Event of Default; and
- (b) without the need for any notice to, or of any consent or agreement of, the Grantor or any other person.

### 8.3 Exclusion of PPSA provisions

To the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
  - (i) the Secured Party need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and
  - (ii) sections 142 and 143 are excluded;
- (b) for the purposes of section 115(7) of the PPSA, the Secured Party need not comply with sections 132 and 137(3); and
- (c) if the PPSA is amended after the date of this document to permit the Grantor and the Secured Party to agree to not comply with or to exclude other provisions of the PPSA, the Secured Party may notify the Grantor that any of these provisions is excluded, or that the Secured Party need not comply with any of these provisions, as notified to the Grantor by the Secured Party.

## 9. DEFAULT INTEREST

### 9.1 Grantor must pay interest

- (a) The Grantor must pay interest on each amount that is not paid when due (unless the Grantor is already required to pay interest on the unpaid amount by the terms

of any other Equity Derivative Financing Document), from (and including) the day on which it falls due to (but excluding) the day on which it is paid in full, at the rate calculated in accordance with clause 9.1(b). This interest must be paid on demand.

- (b) Interest on an unpaid amount accrues each day at a rate equal to the rate specified in the Bridge Facility Agreement for the payment by the Grantor of interest on unpaid amounts, and is capitalised (if not paid) on the last day of each Default Interest Period (as defined in the Bridge Facility Agreement).
- (c) This subclause does not affect the Grantor's obligation to pay each amount under this document when it is due.

## 9.2 **Interest after judgment**

If a liability of the Grantor becomes merged in a judgment or order, the Grantor, as an independent obligation, must pay interest on the amount of that liability, from (and including) the date of the judgment or order until it is paid in full, at the higher of the rate that applies under the judgment or order and the rate calculated in accordance with clause 9.1.

## 9.3 **Accrual and calculation of interest**

Interest under this clause:

- (a) accrues daily; and
- (b) is calculated on the basis of the actual number of days on which interest has accrued and of a 365 day year.

## 10. **APPOINTMENT OF RECEIVER**

### 10.1 **Appointment**

If this document has become enforceable (whether or not the Secured Party has entered into possession of all or any of the Secured Property) the Secured Party or any Authorised Representative of the Secured Party may at any time:

- (a) appoint any person or any two or more persons jointly and severally to be a receiver or receiver and manager (or an additional receiver or receiver and manager) of Secured Property;
- (b) remove the Receiver and in case of the removal, retirement or death of any Receiver appoint another as a replacement; and
- (c) fix the remuneration of the Receiver.

Subject to clause 10.2, every Receiver appointed under this subclause will be the Grantor's agent and the Grantor alone will be responsible for the Receiver's acts and defaults and remuneration.

### 10.2 **Receiver other than as Grantor's agent**

- (a) The Secured Party by notice to the Grantor and the Receiver may require the Receiver to act as the Secured Party's agent.
- (b) The power to appoint a Receiver under this clause may be exercised even though:

- (i) at the time when this document becomes enforceable or when an appointment is made, an order may have been made or a resolution may have been passed to wind up the Grantor; or
- (ii) a Receiver appointed in the circumstances specified in the preceding paragraph may not, or may not in some respects, act as the Grantor's agent.

### 10.3 Powers of Receiver

The Receiver will have full power to do all or any of the following:

- (a) **(possession and control)** take possession of, or take control of, collect and get any Transfers or other documents held or entitled to be held by the Secured Party under the Security Interest granted in clause 2.1 and the Secured Property and for that purpose to take proceedings (in the name of the Grantor or otherwise);
- (b) **(give up possession)** give up possession of any Transfers or other documents held or entitled to be held by the Secured Party under the Security Interest granted in clause 2.1 and the Secured Property;
- (c) **(exercise Secured Party's rights)**
  - (i) exercise all or any of the Secured Party's powers, rights, discretions and remedies under this document; and
  - (ii) comply with the directions given by the Secured Party;
- (d) **(exercise Marketable Security owner's rights)** exercise all or any powers, rights, discretions and remedies available to any owner or holder (whether beneficial or otherwise) of any Marketable Securities included in the Secured Property (including any right to give directions to the Nominee or any Controlling Participant or to redeem any Marketable Security and rights available to an owner of Marketable Securities under the Corporations Act or any other statute, or under the rules of any stock exchange);
- (e) **(registration)** do everything necessary to obtain registration of the Secured Property in the name of the Secured Party or its nominee and to enable the Secured Party or its nominee to receive New Rights;
- (f) **(New Rights)** receive all New Rights;
- (g) **(settle disputes)**
  - (i) settle, arrange and compromise any accounts, claims, questions or disputes that may arise in connection with the Secured Property or in any way relating to this document; and
  - (ii) execute releases or other discharges in relation to the settlement, arrangement, or compromise;
- (h) **(sell)** sell (whether or not the Receiver has taken possession), exchange or otherwise dispose of (absolutely or conditionally) the Secured Property (or agree to do so):
  - (i) with or without any other property;
  - (ii) by public auction, private sale or tender for cash or on credit;

- (iii) whether or not the reserve price for a sale by auction or tender is disclosed;
- (iv) in one lot or in parcels;
- (v) with or without special conditions, (such as conditions as to title or time or method of payment of purchase money) including by allowing the purchase money to remain:
  - (A) outstanding on any security over the property sold or over any other property; or
  - (B) owing without any security; and
- (vi) on other terms the Receiver considers desirable, without being responsible for any loss;
- (i) (**transfer on sale**) execute Transfers, other transfers and assignments of Secured Property (including in the name of the Grantor), and do everything to complete any sale under clause 10.3(h) that the Receiver thinks necessary;
- (j) (**employees and agents**) engage employees, agents, consultants, lawyers, advisers and contractors for any of the purposes of this clause on terms that the Receiver thinks appropriate;
- (k) (**give receipts**) give receipts for all money and other property that may come into the hands of the Receiver in exercise of any power given by this document;
- (l) (**enforce contracts**) carry out and enforce or otherwise obtain the benefit of all contracts:
  - (i) entered into or held by the Grantor in connection with the Secured Property; or
  - (ii) entered into in exercise of the powers given by this document;
- (m) (**make debtors bankrupt**) wind up the issuer and do everything in connection with any winding up that the Receiver thinks desirable to recover or protect Secured Property;
- (n) (**perform undertakings**) do everything necessary to perform any undertaking of the Grantor in this document;
- (o) (**receive money**) receive all money or other property payable or deliverable to the Grantor from the Secured Property;
- (p) (**desirable or incidental matters**)
  - (i) do or cause to be done everything that the Receiver thinks desirable in the interests of the Secured Party; and
  - (ii) do anything incidental to the exercise of any other power;
- (q) (**take legal proceedings**) take proceedings (including in the name of the Grantor) in connection with any of the above; and
- (r) (**delegate**) with the Secured Party's consent delegate any of the powers given to the Receiver by this clause to any person.

**11. PROTECTION OF SECURED PARTY AND APPOINTEES**

**11.1 Protection of Secured Party and Receiver**

- (a) The Secured Party is not obliged to, but may, do the following:
  - (i) notify any debtor or member of the Grantor or any other person of this document; or
  - (ii) enforce payment of any money payable to the Grantor, or take any step or proceeding for any similar purpose.
- (b) None of the Secured Party, any of its Authorised Representatives or agents, any Attorney or any Receiver is liable for any omission or delay in exercising any power, right, discretion or remedy under this document or for any involuntary loss or irregularity that may occur in relation to the exercise or non-exercise of any of them except to the extent that it is a direct and foreseeable result of its own fraud, gross negligence or wilful misconduct.

**11.2 Conflict of interests**

The Secured Party, an Authorised Representative or agent of the Secured Party, an Attorney, Receiver or other person appointed by the Secured Party under this document may exercise or agree to exercise a power given by this document or by law even though that person may have a conflict of interests in exercising the power.

**11.3 Liability for loss**

- (a) None of the Secured Party, an Authorised Representative or agent of the Secured Party, an Attorney, a Receiver or any other person appointed by the Secured Party under this document is liable for any loss that the Grantor suffers as a direct or indirect result of:
  - (i) the exercise or attempted exercise of, or failure to exercise, any of its rights contained in this document; and
  - (ii) any release or dealing with any other Guarantee or Security Interest (including any prejudice to or loss of the Grantor's rights of subrogation),except to the extent that such loss is a direct and foreseeable result of its own fraud, gross negligence or wilful misconduct.
- (b) If the Secured Party, any agent of the Secured Party or a Receiver enters into possession of Secured Property, none of the Secured Party, any of its Authorised Representatives or agents, any Attorney or any Receiver is liable:
  - (i) to account as secured party in possession or for anything except actual receipts; or
  - (ii) for any loss on realisation or for any default or omission for which a secured party in possession might be liable, except to the extent that it is a direct and foreseeable result of its own fraud, gross negligence or wilful misconduct.

## 12. PROTECTION OF THIRD PARTIES

### 12.1 Dealings under this document

A purchaser or other party to a disposal or dealing in attempted exercise of a power contained in this document is not:

- (a) bound to enquire whether an Event of Default has occurred, whether this document has become enforceable, whether a Receiver has been properly appointed or about the propriety or regularity of a sale, disposal or dealing; or
- (b) affected by notice that a sale, disposal or dealing is unnecessary or improper.

Despite any irregularity or impropriety in a sale, disposal or dealing, it is to be treated, for the protection of the purchaser or other party to the disposal or dealing, as being authorised by this document and valid.

### 12.2 Receipts

A receipt that the Secured Party, one of its Authorised Representatives or agents or a Receiver gives for any money payable to or receivable by the Secured Party or the Receiver because of this document will:

- (a) relieve the person paying or handing over money or other property from all liability:
  - (i) for the application (or any loss or misapplication) of the money or other property;
  - (ii) to enquire whether the Secured Money has become payable; and
  - (iii) (where appropriate) as to the propriety or regularity of the appointment of the Receiver; and
- (b) discharge the person paying that money from its liability to pay that money.

## 13. APPLICATION OF MONEY

### 13.1 Order

- (a) Money that the Secured Party or a Receiver receives under or because of this document is to be applied, after satisfaction of any claims that the Secured Party or the Receiver is aware is a claim that ranks in priority to the Security Interest granted in clause 2.1, in the following order or in any other order that the Secured Party or the Receiver may determine in its absolute discretion, subject to any Equity Derivative Financing Documents or applicable law to the contrary (for example, section 140 of the PPSA where relevant):
  - (i) **(expenses)** first in payment of all expenses that the Secured Party or a Receiver incurs in or incidental to the exercise or attempted exercise of a power or otherwise in relation to any Equity Derivative Financing Document;
  - (ii) **(outgoings)** then in payment of any other outgoings that the Receiver or the Secured Party thinks it appropriate to pay;
  - (iii) **(Receiver)** then in payment to the Receiver of any remuneration (whether by way of commission or otherwise);

- (iv) **(Indemnities)** then in payment to the Secured Party or a Receiver of any amount necessary to give effect to any indemnity contained in this document; and
  - (v) **(Secured Money)** then in payment to the Secured Party of the Secured Money.
- (b) Any surplus will belong to the Grantor or other persons entitled to it. The Secured Party or the Receiver may pay the surplus to the credit of a bank account in the name of the Grantor or other person entitled to it or into court and will then be under no further liability in relation to it. The surplus will not accrue interest.
- (c) When the Secured Party or a Receiver receives money under or because of this document, and applies it in payment to the Secured Party of the Secured Money, the Secured Party or the Receiver (as the case may be) may apply different parts of the money received to different parts of the Secured Money, regardless of any appropriation by the Grantor, as the Secured Party or Receiver chooses.

### 13.2 **Only actual receipts credited**

In applying any money towards the Secured Money, the Grantor's account will be credited only with the amount of the money that the Secured Party actually receives for that purpose. The credit will date from the time of receipt.

### 13.3 **Compensation**

If any compensation becomes payable for the Secured Property, the Secured Party may:

- (a) apply the sum received on account of any compensation, at the Secured Party's option, in or towards repayment of the Secured Money;
- (b) make, enforce, settle or compromise any claims relating to compensation; and
- (c) execute any necessary assurances and releases in the names of the Grantor and the Secured Party.

If any compensation comes into the hands of the Grantor before a final irrevocable discharge of this document, the Grantor must immediately pay it to the Secured Party.

### 13.4 **Certificates and disputes**

- (a) The Secured Party may rely on a certificate issued by any person who claims to be entitled to any money received from the exercise of any right in relation to the Secured Property which states that the Grantor owes it a certain amount of money, without making any further enquiry.
- (b) If there is any dispute between any persons (other than the Secured Party) regarding an entitlement to receive any money received from the exercise of any right in relation to the Secured Property, the Secured Party may pay that money into court, and after doing so does not have any further obligation in respect of that money.

### 13.5 **No interest**

The Secured Party is not obliged to pay interest to any person on any money received from the exercise of any right in relation to the Secured Property.



### 13.6 **Payment into bank account**

The Secured Party or the Receiver may pay any money to the credit of a bank account in the name of a person to whom it is obliged to pay any money received from the exercise of any right in relation to the Secured Property, and having done so is under no further liability in respect of that money.

### 13.7 **Amounts contingently due**

(a) If any part of the Secured Money is contingently owing to the Secured Party when money is being applied under clause 13.1 the Secured Party or Receiver may:

(i) retain an amount equal to the amount contingently owing, or any part of it; and

(ii) put that amount in an interest-bearing account, payable at call.

(b) If the amount which is contingently owing:

(i) becomes payable; or

(ii) ceases to be contingently owing,

the Secured Party or Receiver must apply the amount retained (and any interest earned on it) in accordance with clause 13.1.

## 14. **CONTINUING SECURITY**

### 14.1 **Continuity**

The Security Interest granted in clause 2.1:

(a) is a continuing security, and remains in full force until a final irrevocable discharge of that Security Interest is given to the Grantor under clause 17 despite any transaction or other thing (including a settlement of account or intervening payment); and

(b) will apply to the present and future balance of the Secured Money.

### 14.2 **Limitations on Grantor's rights**

Until the Secured Money has been irrevocably paid and discharged in full, the Grantor may not:

(a) share in any Guarantee, Security Interest or money received or receivable by the Secured Party in relation to the Secured Money or stand in the place of the Secured Party in relation to any Guarantee, Security Interest or right to receive money;

(b) in reduction of its liability under this document, raise a defence, set off or counterclaim against the Secured Party or claim a set off or make a counterclaim against the Secured Party; or

(c) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any document or agreement to which the Secured Party is a party.

#### 14.3 **No marshalling**

The Secured Party is not under any obligation to marshal or appropriate in favour of the Grantor or to exercise, apply, perfect or recover any Security Interest that the Secured Party holds at any time or any funds or property that the Secured Party may be entitled to receive or have a claim on.

#### 14.4 **Effect of Insolvency Event**

- (a) If an Insolvency Event has occurred in relation to an Obligor, any amount paid by that Obligor (**relevant payment**) will only be applied against any Secured Money if:
  - (i) the Secured Party forms the opinion in good faith (which will be conclusively binding on the Grantor) that it will not be required to pay the relevant payment to any person under any law relating to bankruptcy, winding up or the protection of creditors; or
  - (ii) a final judgment is given by a court of competent jurisdiction in favour of the Secured Party that it is not required to pay the relevant payment to any person under any law relating to bankruptcy, winding up or the protection of creditors.
- (b) If an amount is applied against any Secured Money and the Secured Party pays or determines that it is obliged to pay the relevant amount to any person under any law relating to bankruptcy, winding up or the protection of creditors:
  - (i) the Secured Party's rights are to be reinstated and will be the same in relation to that amount as if the application, or the payment or transaction giving rise to it, had not been made; and
  - (ii) the Grantor must immediately do anything (including the signing of documents) required by the Secured Party to restore to the Secured Party any Guarantee or Security Interest to which it was entitled immediately before that application or the payment or transaction giving rise to it.
- (c) Any discharge or release between the Secured Party and the Grantor is subject to reinstatement of the Secured Party's rights under this subclause.

#### 15. **RECOVERY OF GST**

- (a) Unless otherwise indicated all amounts referred to in this document are exclusive of GST.
- (b) If the Secured Party makes a taxable supply under or in connection with this document for consideration that is exclusive of GST, the Grantor must:
  - (i) pay to the Secured Party an amount equal to any GST for which the Secured Party is liable in relation to that supply; and
  - (ii) make that payment as and when the consideration or part of it must be paid or provided.
- (c) If requested by the Grantor, the Secured Party must issue a tax invoice for a taxable supply to the person to whom it made the supply.
- (d) The Grantor's obligation to reimburse the Secured Party for an amount paid or payable to a third party (including an obligation to pay the Secured Party's or another party's legal costs) includes GST on the amount paid or payable to the

third party except to the extent that the Secured Party is entitled to an input tax credit for that GST. Unless notified otherwise by the Secured Party, the Grantor must assume that the Secured Party is not entitled to any input tax credit for that GST.

## 16. **INDEMNITIES**

### 16.1 **General indemnities**

The Grantor must indemnify the Secured Party against, and must pay the Secured Party on demand the amount of, all losses (including loss of profit), liabilities, costs, expenses and Taxes (other than Excluded Taxes) incurred in connection with each of the following:

- (a) any Secured Money being paid or becoming due for payment other than on its due date, or any amount required to be paid under any Equity Derivative Financing Document not being paid on its due date, including losses (including loss of profit), liabilities, costs, expenses and Taxes (other than Excluded Taxes) incurred because of:
  - (i) the cancellation, termination, unwinding or alteration of any swap or other arrangement made by the Secured Party to fund the Secured Money or other amount ; or
  - (ii) any liquidation or re-employment of deposits or other funds acquired by the Secured Party to fund the Secured Money or other amount;
- (b) the preparation, negotiation, execution, stamping and registration of the Equity Derivative Financing Documents and the satisfaction of any conditions precedent;
- (c) the transactions that the Equity Derivative Financing Documents contemplate;
- (d) any amendment to, or any consent, approval, waiver, release or discharge of or under, an Equity Derivative Financing Document;
- (e) any Event of Default or Potential Event of Default;
- (f) the administration, and any actual or attempted preservation or enforcement, of any rights under the Equity Derivative Financing Documents;
- (g) an enquiry by a Government Agency involving the Grantor; and
- (h) any action taken by the Secured Party under or in relation to the PPSA, including any registration, or any response to an amendment demand or a request under section 275 of the PPSA,

including legal expenses on a full indemnity basis (provided that the Borrower shall only be liable for reasonable legal expenses incurred in connection with paragraph (b)), the Secured Party's internal administration and legal costs at the rate and on the basis determined by the Secured Party and expenses incurred by the Secured Party in engaging investigative accountants and financial consultants (but only where such engagement is made after the occurrence of an Event of Default or a Potential Event of Default).

### 16.2 **Indemnity for exercise of rights or proceedings**

To the extent permitted by law, the Grantor must indemnify each of the Secured Party, each Authorised Representative and agent of the Secured Party, each Receiver and Attorney of the Grantor and any other person appointed under this document or the Corporations Act by or on behalf of the Secured Party as secured party under this

document against, and must pay each of them on demand the amount of all losses, liabilities, costs, expenses and Taxes (other than Excluded Taxes) that they each incur:

- (a) (directly or indirectly) in the exercise or attempted exercise of any of the powers, rights, discretions or remedies (express or implied) vested in them under this document or the Corporations Act; and
- (b) in connection with all proceedings, expenses, claims and demands in relation to anything done or omitted in any way relating to Secured Property,

including legal expenses on a full indemnity basis and expenses incurred in engaging investigative accountants and financial consultants (but only where such engagement is made after the occurrence of an Event of Default or a Potential Event of Default) except to the extent that any such losses, liabilities, costs, expenses and Taxes are a direct and foreseeable result of the fraud, gross negligence or wilful misconduct of that person.

#### 16.3 **Currency indemnity**

If, for any reason (including as a result of a judgment or order), an amount payable by the Grantor under or in respect of this document (**Relevant Amount**) is received by the Secured Party in a currency (**Payment Currency**) that is not the currency in which the amount is expressed to be payable under this document (**Required Currency**) then the Grantor, as an independent obligation, must indemnify the Secured Party against, and must pay the Secured Party on demand the amount of, any shortfall between:

- (a) the amount of Required Currency which the Secured Party receives on converting the amount it received in the Payment Currency into an amount in the Required Currency in accordance with its usual practice; and
- (b) the Relevant Amount in the Required Currency.

#### 16.4 **Recovery from Secured Property**

A person who is entitled to be indemnified for a loss, liability, expense or Tax under clauses 16.1, 16.2 or 16.3 may recover the amount to be indemnified direct from the Secured Property.

#### 17. **DISCHARGE**

The Secured Party must at the request and cost of the Grantor reconvey, surrender or release any remaining Secured Property (as appropriate) to the Grantor and the Secured Property will then be discharged from this document:

- (a) when the Secured Party is satisfied that:
  - (i) all the Secured Money has been irrevocably paid and discharged in full; and
  - (ii) no amount remains contingently payable or may become payable on the security of this document (including under an indemnity); and
- (b) on payment or retention of all expenses incurred by or payable to the Secured Party, its Authorised Representatives or any Receiver or Attorney.

Any discharge is subject to clause 14.4.

18. **CONFIDENTIALITY**

18.1 **General confidentiality**

The parties to this document agree that the Secured Party must not disclose any information provided by the Grantor under the Equity Derivative Financing Documents to any person who is not a party, and the Grantor must not disclose any information concerning the contents of or the transactions contemplated by any Equity Derivative Financing Document, including in each case information of the kind mentioned in section 275(1) of the PPSA, to any person who is not a party, except to the extent that:

- (a) **(permitted by documents)** the disclosure is expressly permitted by an Equity Derivative Financing Document or required by law to ensure the enforceability or priority of any Equity Derivative Financing Document;
- (b) **(consent of other party)** the other party consents to the disclosure;
- (c) **(public domain)** the information is already in the public domain, unless it entered the public domain because of a breach of confidentiality by the disclosing party;
- (d) **(employees and advisers)** the disclosure is made on a confidential basis to the officers, employees, agents, lawyers, auditors or other professional advisers of the party or its holding company. For the avoidance of doubt, it is not mandatory for a receiving party to enter into any written confidentiality undertaking in respect of any disclosure made under this paragraph;
- (e) **(comply with laws)** the disclosure is necessary to comply with any applicable law, or an order of a court or tribunal;
- (f) **(comply with directives)** the disclosure is necessary to comply with a directive or request of any Government Agency (whether or not having the force of law);
- (g) **(obtain Authorisations)** the disclosure is necessary or desirable to obtain an Authorisation from any Government Agency;
- (h) **(discovery and litigation)** the disclosure is necessary or desirable in relation to any discovery of documents, or any proceedings before a court, tribunal or other Government Agency; or
- (i) **(Secured Party's purposes)** it is in the Secured Party's interest to disclose the information, including:
  - (i) to persons considering purchasing the Secured Party or who are involved in valuing the Secured Party for ratings purposes; or
  - (ii) to persons considering taking an assignment of, interest in or exposure to the Facility or the Equity Derivative Financing Documents, including under securitisation or sub-participation arrangements.

Any disclosure made under this clause 18.1(i) must be made on the basis that the receiving party must keep the information confidential as required by this clause.

18.2 **No request**

The Grantor agrees not to exercise its rights to make any request of the Secured Party under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section (but this does not limit the Grantor's rights to request information other than under section 275).

19. **NOTICES**

19.1 **How to give a notice**

A notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given in one of the following ways:
  - (i) sent by prepaid mail (by airmail, if the addressee is overseas) or delivered to that person's address;
  - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full without error;
  - (iii) given personally; or
  - (iv) given in any other manner permitted by law.

19.2 **When a notice is given**

Subject to clause 19.3, a notice, consent or other communication that complies with this clause is conclusively regarded as given and received:

- (a) if it is sent by fax or delivered, if received:
  - (i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or
  - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day;
- (b) if it is sent by mail, when it would be delivered in the ordinary course of post, but in any event:
  - (i) not later than three Business Days after posting within Australia; or
  - (ii) not later than seven Business Days after posting to or from a place outside Australia;
- (c) if given personally, when actually received by that person; and
- (d) if it is given in any other manner permitted by law, when actually received by that person, unless a later time of receipt is specified in it.

19.3 **Notices to the Secured Party**

Any notice, consent or other communication to be made or delivered to the Secured Party will be effective:

- (a) only when actually received by it; and
- (b) only if it is expressly marked for the attention of the department or officer specified in the following clause (or any substitute department or officer as it specifies for this purpose).

#### 19.4 **Address for notices**

A person's address and fax number are those set out below, or as the person notifies the sender:

##### **Secured Party**

Address: Level 16  
Chifley Tower  
2 Chifley Square  
Sydney NSW 2000  
Australia

Fax number: +61-2-9324-2880

Email: [elaine.chow@ubs.com](mailto:elaine.chow@ubs.com) / [kevin.bayett@ubs.com](mailto:kevin.bayett@ubs.com) / [sh-aus-eg-support@ubs.com](mailto:sh-aus-eg-support@ubs.com) / [michael.rollin@ubs.com](mailto:michael.rollin@ubs.com) / [sh-syd-rmp-op@ubs.com](mailto:sh-syd-rmp-op@ubs.com)

Attention: Elaine Chow / Kevin Bayett / Michael Rollin

##### **Grantor**

Address: The Independent State of Papua New Guinea  
Department of Treasury  
P O Box 542  
Waigani 131  
N.C.D.  
Papua New Guinea

Telephone: +675 3235600

Fax number: +675 3128804

Email: [dairi\\_vele@treasury.gov.pg](mailto:dairi_vele@treasury.gov.pg)

Attention: Mr Dairi Vele, Secretary for Department of Treasury

#### 20. **AMENDMENT AND ASSIGNMENT**

##### 20.1 **Amendment**

This document can only be amended or replaced by another document executed by the parties.

##### 20.2 **Assignment**

- (a) The Grantor may only assign, encumber, declare a trust over or otherwise deal with its rights under any Equity Derivative Financing Document with the written consent of the Secured Party.
- (b) The Secured Party may assign, encumber, declare a trust over or otherwise deal with its rights under this document without the consent of the Grantor, and may disclose to any potential holder of the right, or an interest in the right, any information relating to this document or any party to it.

21. **GENERAL**

21.1 **Governing law**

- (a) This document is governed by the laws of the State of New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with any Equity Derivative Financing Document.
- (c) The Grantor irrevocably waives:
  - (i) any objection to the venue of any proceedings on the ground that they have been brought in an inconvenient forum; and
  - (ii) any immunity from set off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.
- (d) The Grantor confirms the appointment under the "Process Agent" provisions of the Equity Derivative Financing Agreement of Norose Notices Australia Pty Ltd ACN 158 029 586 of Level 16, Grosvenor Place, 225 George Street, Sydney, NSW 2000 as its agent to receive service of process for any proceedings in connection with any Equity Derivative Financing Document. The Grantor undertakes to maintain this appointment until all Secured Money is repaid, and agrees that any process served on that person is taken to be served on it.

21.2 **Liability for own expenses**

The Grantor is liable for its own costs and expenses in complying with this document, including where it does so at the Secured Party's request or for the Secured Party's benefit.

21.3 **Giving effect to this document**

- (a) The Grantor must do anything (including executing any Transfer and other transfer in blank, or any other document, and perfecting and protecting any Security Interest intended to be created by or pursuant to this document), and must ensure that its employees and agents do anything, that the Secured Party may reasonably require to:
  - (i) give full effect to this document; or
  - (ii) more fully secure the rights, remedies and powers of the Secured Party under this document or to enable the Secured Party to exercise those rights, remedies and powers,including giving directions to the Nominee or any Controlling Participant in respect of any CHESS Securities in the Secured Property.
- (b) The Secured Party may, at the Grantor's cost, do anything which the Grantor should have done under this document if the Grantor does not do so promptly or, if in the Secured Party's opinion, the Grantor does not do so properly.

21.4 **Authority to register and waiver of right to receive verification statements**

The Grantor acknowledges that the Secured Party may, at the Grantor's cost, register one or more financing statements in relation to its Security Interest. If permitted by the PPSA, the Grantor waives its right under section 157 of the PPSA to receive notice of any



verification statement relating to the registration of any such financing statement or any related financing change statement.

#### 21.5 **Variation of rights**

The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

#### 21.6 **Operation of this document**

- (a) Subject to clause 21.6(b), the Equity Derivative Financing Documents contain the entire agreement between the parties about their subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by the Equity Derivative Financing Documents and has no further effect.
- (b) Any right that the Secured Party may have under the Equity Derivative Financing Documents is in addition to, and does not replace or limit, any other right that the Secured Party may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

#### 21.7 **Operation of indemnities**

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) The Secured Party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.
- (c) If a provision of this document is expressed to:
  - (i) indemnify;
  - (ii) exclude or limit any liability of; or
  - (iii) otherwise benefit,

a person who is not a party to this document, the Grantor agrees that the Secured Party holds the benefit of that indemnity, exclusion, limitation or other benefit for that person and may enforce this document on their behalf and for their benefit.

#### 21.8 **Consents**

Where this document contemplates that the Secured Party may agree or consent to something (however it is described), the Secured Party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

unless this document expressly contemplates otherwise.

**21.9 Statements by Secured Party**

A statement by an Authorised Representative of the Secured Party on any matter relating to any Equity Derivative Financing Document (including any amount owing by the Grantor) is conclusive unless clearly wrong on its face.

**21.10 Set-off**

If an Event of Default occurs and is continuing, the Secured Party, without notice to the Grantor, may combine any account that the Grantor holds at any branch or office (in Australia or elsewhere) of the Secured Party with, or set off any amount in any currency that is or may become owing in any currency by the Secured Party to the Grantor against, any amount owing by the Grantor to the Secured Party under the Equity Derivative Financing Documents. For this purpose the Secured Party may:

- (a) change the terms (including the repayment date) of any account or other payment obligation between the parties;
- (b) convert amounts into different currencies in accordance with the Secured Party's usual practice; and
- (c) do anything (including execute any document) in the name of the Grantor that the Secured Party considers necessary or desirable.

This subclause overrides any other document or agreement to the contrary.

**21.11 No merger**

Nothing in this document merges with any other Security Interest, or any Guarantee, judgment or other right or remedy, that the Secured Party may hold at any time.

**21.12 Exclusion of contrary legislation**

Any legislation that affects an obligation of the Grantor in a manner that is adverse to the interests of the Secured Party, or adversely affects the exercise by the Secured Party of a right or remedy, under or relating to this document is excluded to the full extent permitted by law.

**21.13 Counterparts**

This document may be executed in counterparts. Delivery of a counterpart of this document by email attachment or fax constitutes an effective mode of delivery.

**21.14 Execution by fewer than all parties**

This document binds the Grantor even if the Secured Party does not execute or only subsequently executes this document.

**EXECUTED** as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**Signed, Sealed and Delivered** for and on behalf of the  
**INDEPENDENT STATE OF PAPUA NEW GUINEA**  
by Sir Michael Ogio, G.C.M.G., K.St.J., Governor General,  
acting with and in accordance with the advice of the  
National Executive Council:



.....

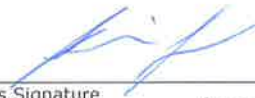
in the presence of:



.....


Name: CARL OKUN  
Title: LAWYER

**Signed, Sealed and Delivered** for **UBS AG, Australia Branch** by its duly authorised signatories in the presence of:

  
\_\_\_\_\_  
Witness Signature **KEVIN LU**  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Authorised Signatory Signature  
**Jason McDonnell**  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Authorised Signatory Signature  
**KEVIN Bayett**  
\_\_\_\_\_  
Print Name

  
**BRAD HORTON**  
**EXECUTIVE DIRECTOR**

Annexure D



International Swaps and Derivatives Association, Inc.

# CREDIT SUPPORT ANNEX

to the Schedule to the

## ISDA Master Agreement

dated as of .....

between

..... and .....

("Party A")

("Party B")

This Annex supplements, forms part of, and is subject to, the [ISDA Master Agreement](#) referred to above and is part of its Schedule. For the purposes of this Agreement, including, without limitation, [Sections 1\(c\), 2\(a\), 5 and 6](#), the credit support arrangements set out in this Annex constitute a Transaction (for which this Annex constitutes the Confirmation).

### Paragraph 1. Interpretation

Capitalised terms not otherwise defined in this Annex or elsewhere in this Agreement have the meanings specified pursuant to [Paragraph 10](#), and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and in the event of any inconsistency between [Paragraph 11](#) and the other

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<sup>1</sup> This document is not intended to create a charge or other security interest over the assets transferred under its terms. Persons intending to establish a collateral arrangement based on the creation of a charge or other security interest should consider using the [ISDA Credit Support Deed \(English law\)](#) or the ISDA Credit Support Annex (New York law), as appropriate.

<sup>2</sup> This Credit Support Annex has been prepared for use with ISDA Master Agreements subject to English law. Users should consult their legal advisers as to the proper use and effect of this form and the arrangements it contemplates. In particular, users should consult their legal advisers if they wish to have the Credit Support Annex made subject to a governing law other than English law or to have the Credit Support Annex subject to a different governing law than that governing the rest of the ISDA Master Agreement (e.g., English law for the Credit Support Annex and New York law for the rest of the ISDA Master Agreement).

provisions of this Annex, [Paragraph 11](#) will prevail. For the avoidance of doubt, references to "transfer" in this Annex mean, in relation to cash, payment and, in relation to other assets, delivery.

## **Paragraph 2. Credit Support Obligations**

(a) **Delivery Amount.** Subject to Paragraphs 3 and 4, upon a demand made by the Transferee on or promptly following a Valuation Date, if the Delivery Amount for that Valuation Date equals or exceeds the Transferor's Minimum Transfer Amount, then the Transferor will transfer to the Transferee Eligible Credit Support having a Value as of the date of transfer at least equal to the applicable Delivery Amount (rounded pursuant to [Paragraph 11\(b\)\(iii\)\(D\)](#)). Unless otherwise specified in [Paragraph 11\(b\)](#), the "Delivery Amount" applicable to the Transferor for any Valuation Date will equal the amount by which:

(i) the Credit Support Amount

exceeds

(ii) the Value as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date).

(b) **Return Amount.** Subject to Paragraphs 3 and 4, upon a demand made by the Transferor on or promptly following a Valuation Date, if the Return Amount for that Valuation Date equals or exceeds the Transferee's Minimum Transfer Amount, then the Transferee will transfer to the Transferor Equivalent Credit Support specified by the Transferor in that demand having a Value as of the date of transfer as close as practicable to the applicable Return Amount (rounded pursuant to [Paragraph 11\(b\)\(iii\)\(D\)](#)) and the Credit Support Balance will, upon such transfer, be reduced accordingly. Unless otherwise specified in [Paragraph 11\(b\)](#), the "Return Amount" applicable to the Transferee for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date)

exceeds

(ii) the Credit Support Amount.

## **Paragraph 3. Transfers, Calculations and Exchanges**

(a) **Transfers.** All transfers under this Annex of any Eligible Credit Support, Equivalent Credit Support, Interest Amount or Equivalent Distributions shall be made in accordance with the instructions of the Transferee or Transferor, as applicable, and shall be made:

(i) in the case of cash, by transfer into one or more bank accounts specified by the recipient;

(ii) in the case of certificated securities which cannot or which the parties have agreed will not be delivered by book-entry, by delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, transfer tax stamps and any other documents necessary to constitute a legally valid transfer of the transferring party's legal and beneficial title to the recipient; and

(iii) in the case of securities which the parties have agreed will be delivered by book-entry, by the giving of written instructions (including, for the avoidance of doubt, instructions given by telex, facsimile transmission or electronic messaging system) to the relevant depository institution or other entity specified by the recipient, together with a written copy of the instructions to the recipient, sufficient, if complied with, to result in a legally effective transfer of the transferring party's legal and beneficial title to the recipient.

Subject to [Paragraph 4](#) and unless otherwise specified, if a demand for the transfer of Eligible Credit Support or Equivalent Credit Support is received by the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the date such demand is received; if a demand is received after the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the day after the date such demand is received.

(b) **Calculations.** All calculations of Value and Exposure for purposes of [Paragraphs 2](#) and [4\(a\)](#) will be made by the relevant Valuation Agent as of the relevant Valuation Time. The Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) of its calculations not later than the Notification Time on the Local Business Day following the applicable Valuation Date (or, in the case of [Paragraph 4\(a\)](#), following the date of calculation).

(c) **Exchanges.**

(i) Unless otherwise specified in [Paragraph 11](#), the Transferor may on any Local Business Day by notice inform the Transferee that it wishes to transfer to the Transferee Eligible Credit Support specified in that notice (the "New Credit Support") in exchange for certain Eligible Credit Support (the "Original Credit Support") specified in that notice comprised in the Transferor's Credit Support Balance.

(ii) If the Transferee notifies the Transferor that it has consented to the proposed exchange, (A) the Transferor will be obliged to transfer the New Credit Support to the Transferee on the first Settlement Day following the date on which it receives notice (which may be oral telephonic notice) from the Transferee of its consent and (B) the Transferee will be obliged to transfer to the Transferor Equivalent Credit Support in respect of the Original Credit Support not later than the Settlement Day following the date on which the Transferee receives the New Credit Support, unless otherwise specified in [Paragraph 11\(d\)](#) (the "Exchange Date"); *provided* that the Transferee will only be obliged to transfer Equivalent Credit Support with a Value as of the date of transfer as close as practicable to, but in any event not more than, the Value of the New Credit Support as of that date.

#### Paragraph 4. Dispute Resolution

(a) ***Disputed Calculations or Valuations.*** If a party (a "Disputing Party") reasonably disputes (I) the Valuation Agent's calculation of a Delivery Amount or a Return Amount or (II) the Value of any transfer of Eligible Credit Support or Equivalent Credit Support, then:

(1) the Disputing Party will notify the other party and the Valuation Agent (if the Valuation Agent is not the other party) not later than the close of business on the Local Business Day following, in the case of (I) above, the date that the demand is received under [Paragraph 2](#) or, in the case of (II) above, the date of transfer;

(2) in the case of (I) above, the appropriate party will transfer the undisputed amount to the other party not later than the close of business on the Settlement Day following the date that the demand is received under [Paragraph 2](#);

(3) the parties will consult with each other in an attempt to resolve the dispute; and

(4) if they fail to resolve the dispute by the Resolution Time, then:

(i) in the case of a dispute involving a Delivery Amount or Return Amount, unless otherwise specified in [Paragraph 11\(c\)](#), the Valuation Agent will recalculate the Exposure and the Value as of the Recalculation Date by:

(A) utilising any calculations of that part of the Exposure attributable to the Transactions that the parties have agreed are not in dispute;

(B) calculating that part of the Exposure attributable to the Transactions in dispute by seeking four actual quotations at mid-market from Reference Market-makers for purposes of calculating Market Quotation, and taking the arithmetic average of those obtained; *provided* that if four quotations are not available for a particular Transaction, then fewer than four quotations may be used for that Transaction, and if no quotations are available for a particular Transaction, then the Valuation Agent's original calculations will be used for the Transaction; and

(C) utilising the procedures specified in [Paragraph 11\(e\)\(ii\)](#) for calculating the Value, if disputed, of the outstanding Credit Support Balance;

(ii) in the case of a dispute involving the Value of any transfer of Eligible Credit Support or Equivalent Credit Support, the Valuation Agent will recalculate the Value as of the date of transfer pursuant to [Paragraph 11\(e\)\(ii\)](#).

Following a recalculation pursuant to this Paragraph, the Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) as soon as possible but in any event not later than the Notification Time on the Local Business Day following the Resolution Time. The appropriate party will, upon demand following such notice given by the Valuation Agent or a resolution pursuant to (3) above and subject to [Paragraph 3\(a\)](#), make the appropriate transfer.



(b) **No Event of Default.** The failure by a party to make a transfer of any amount which is the subject of a dispute to which [Paragraph 4\(a\)](#) applies will not constitute an Event of Default for as long as the procedures set out in this [Paragraph 4](#) are being carried out. For the avoidance of doubt, upon completion of those procedures, [Section 5\(a\)\(i\)](#) of this Agreement will apply to any failure by a party to make a transfer required under the final sentence of [Paragraph 4\(a\)](#) on the relevant due date.

#### **Paragraph 5. Transfer of Title, No Security Interest, Distributions and Interest Amount**

(a) **Transfer of Title.** Each party agrees that all right, title and interest in and to any Eligible Credit Support, Equivalent Credit Support, Equivalent Distributions or Interest Amount which it transfers to the other party under the terms of this Annex shall vest in the recipient free and clear of any liens, claims, charges or encumbrances or any other interest of the transferring party or of any third person (other than a lien routinely imposed on all securities in a relevant clearance system).

(b) **No Security Interest.** Nothing in this Annex is intended to create or does create in favour of either party any mortgage, charge, lien, pledge, encumbrance or other security interest in any cash or other property transferred by one party to the other party under the terms of this Annex.

(c) **Distributions and Interest Amount.**

(i) **Distributions.** The Transferee will transfer to the Transferor not later than the Settlement Day following each Distributions Date cash, securities or other property of the same type, nominal value, description and amount as the relevant Distributions ("Equivalent Distributions") to the extent that a Delivery Amount would not be created or increased by the transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed a Valuation Date for this purpose).

(ii) **Interest Amount.** Unless otherwise specified in [Paragraph 11\(f\)\(iii\)](#), the Transferee will transfer to the Transferor at the times specified in [Paragraph 11\(f\)\(ii\)](#) the relevant Interest Amount to the extent that a Delivery Amount would not be created or increased by the transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed a Valuation Date for this purpose).

#### **Paragraph 6. Default**

If an Early Termination Date is designated or deemed to occur as a result of an Event of Default in relation to a party, an amount equal to the Value of the Credit Support Balance, determined as though the Early Termination Date were a Valuation Date, will be deemed to be an Unpaid Amount due to the Transferor (which may or may not be the Defaulting Party) for purposes of [Section 6\(e\)](#). For the avoidance of doubt, if Market Quotation is the applicable payment measure for purposes of [Section 6\(e\)](#), then the Market Quotation determined under [Section 6\(e\)](#) in relation to the Transaction constituted by this Annex will be deemed to be zero, and, if Loss is the applicable payment measure for purposes of [Section 6\(e\)](#), then the Loss determined under [Section 6\(e\)](#) in relation to the Transaction will be limited to the Unpaid Amount representing the Value of the Credit Support Balance.

## Paragraph 7. Representation

Each party represents to the other party (which representation will be deemed to be repeated as of each date on which it transfers Eligible Credit Support, Equivalent Credit Support or Equivalent Distributions) that it is the sole owner of or otherwise has the right to transfer all Eligible Credit Support, Equivalent Credit Support or Equivalent Distributions it transfers to the other party under this Annex, free and clear of any security interest, lien, encumbrance or other restriction (other than a lien routinely imposed on all securities in a relevant clearance system).

## Paragraph 8. Expenses

Each party will pay its own costs and expenses (including any stamp, transfer or similar transaction tax or duty payable on any transfer it is required to make under this Annex) in connection with performing its obligations under this Annex, and neither party will be liable for any such costs and expenses incurred by the other party.

## Paragraph 9. Miscellaneous

(a) **Default Interest.** Other than in the case of an amount which is the subject of a dispute under Paragraph 4(a), if a Transferee fails to make, when due, any transfer of Equivalent Credit Support, Equivalent Distributions or the Interest Amount, it will be obliged to pay the Transferor (to the extent permitted under applicable law) an amount equal to interest at the Default Rate multiplied by the Value on the relevant Valuation Date of the items of property that were required to be transferred, from (and including) the date that the Equivalent Credit Support, Equivalent Distributions or Interest Amount were required to be transferred to (but excluding) the date of transfer of the Equivalent Credit Support, Equivalent Distributions or Interest Amount. This interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(b) **Good Faith and Commercially Reasonable Manner.** Performance of all obligations under this Annex, including, but not limited to, all calculations, valuations and determinations made by either party, will be made in good faith and in a commercially reasonable manner.

(c) **Demands and Notices.** All demands and notices given by a party under this Annex will be given as specified in Section 12 of this Agreement.

(d) **Specifications of Certain Matters.** Anything referred to in this Annex as being specified in Paragraph 11 also may be specified in one or more Confirmations or other documents and this Annex will be construed accordingly.

## Paragraph 10. Definitions

As used in this Annex:

**"Base Currency"** means the currency specified as such in Paragraph 11(a)(i).

**"Base Currency Equivalent"** means, with respect to an amount on a Valuation Date, in the case of an amount denominated in the Base Currency, such Base Currency amount and, in the case of an amount denominated in a currency other than the Base Currency (the "Other Currency"), the amount of Base Currency required to purchase such amount of the Other Currency at the spot exchange rate determined by the Valuation Agent for value on such Valuation Date.

**"Credit Support Amount"** means, with respect to a Transferor on a Valuation Date, (i) the Transferee's Exposure plus (ii) all Independent Amounts applicable to the Transferor, if any, minus (iii) all Independent Amounts applicable to the Transferee, if any, minus (iv) the Transferor's Threshold; *provided, however*, that the Credit Support Amount will be deemed to be zero whenever the calculation of Credit Support Amount yields a number less than zero.

**"Credit Support Balance"** means, with respect to a Transferor on a Valuation Date, the aggregate of all Eligible Credit Support that has been transferred to or received by the Transferee under this Annex, together with any Distributions and all proceeds of any such Eligible Credit Support or Distributions, as reduced pursuant to [Paragraph 2\(b\)](#), [3\(c\)\(ii\)](#) or [6](#). Any Equivalent Distributions or Interest Amount (or portion of either) not transferred pursuant to [Paragraph 5\(c\)\(i\)](#) or [\(ii\)](#) will form part of the Credit Support Balance.

**"Delivery Amount"** has the meaning specified in [Paragraph 2\(a\)](#).

**"Disputing Party"** has the meaning specified in [Paragraph 4](#).

**"Distributions"** means, with respect to any Eligible Credit Support comprised in the Credit Support Balance consisting of securities, all principal, interest and other payments and distributions of cash or other property to which a holder of securities of the same type, nominal value, description and amount as such Eligible Credit Support would be entitled from time to time.

**"Distributions Date"** means, with respect to any Eligible Credit Support comprised in the Credit Support Balance other than cash, each date on which a holder of such Eligible Credit Support is entitled to receive Distributions or, if that date is not a Local Business Day, the next following Local Business Day.

**"Eligible Credit Support"** means, with respect to a party, the items, if any, specified as such for that party in [Paragraph 11\(b\)\(ii\)](#) including, in relation to any securities, if applicable, the proceeds of any redemption in whole or in part of such securities by the relevant issuer.

**"Eligible Currency"** means each currency specified as such in [Paragraph 11\(a\)\(ii\)](#), if such currency is freely available.

**"Equivalent Credit Support"** means, in relation to any Eligible Credit Support comprised in the Credit Support Balance, Eligible Credit Support of the same type, nominal value, description and amount as that Eligible Credit Support.

**"Equivalent Distributions"** has the meaning specified in [Paragraph 5\(c\)\(i\)](#).

**"Exchange Date"** has the meaning specified in [Paragraph 11\(d\)](#).

**"Exposure"** means, with respect to a party on a Valuation Date and subject to Paragraph 4 in the case of a dispute, the amount, if any, that would be payable to that party by the other party (expressed as a positive number) or by that party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(1) of this Agreement if all Transactions (other than the Transaction constituted by this Annex) were being terminated as of the relevant Valuation Time, on the basis that (i) that party is not the Affected Party and (ii) the Base Currency is the Termination Currency; *provided* that Market Quotations will be determined by the Valuation Agent on behalf of that party using its estimates at mid-market of the amounts that would be paid for Replacement Transactions (as that term is defined in the definition of "Market Quotation").

**"Independent Amount"** means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 11 (b)(iii)(A); if no amount is specified, zero.

**"Interest Amount"** means, with respect to an Interest Period, the aggregate sum of the Base Currency Equivalents of the amounts of interest determined for each relevant currency and calculated for each day in that Interest Period on the principal amount of the portion of the Credit Support Balance comprised of cash in such currency, determined by the Valuation Agent for each such day as follows:

- (x) the amount of cash in such currency on that day; multiplied by
- (y) the relevant Interest Rate in effect for that day; divided by
- (z) 360 (or, in the case of pounds sterling, 365).

**"Interest Period"** means the period from (and including) the last Local Business Day on which an Interest Amount was transferred (or, if no Interest Amount has yet been transferred, the Local Business Day on which Eligible Credit Support or Equivalent Credit Support in the form of cash was transferred to or received by the Transferee) to (but excluding) the Local Business Day on which the current Interest Amount is transferred.

**"Interest Rate"** means, with respect to an Eligible Currency, the rate specified in Paragraph 11(f)(i) for that currency.

**"Local Business Day"**, unless otherwise specified in Paragraph 11(h), means:

- (i) in relation to a transfer of cash or other property (other than securities) under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment;
- (ii) in relation to a transfer of securities under this Annex, a day on which the clearance system agreed between the parties for delivery of the securities is open for the acceptance and execution of settlement instructions or, if delivery of the securities is contemplated by other means, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place(s) agreed between the parties for this purpose;

(iii) in relation to a valuation under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place of location of the Valuation Agent and in the place(s) agreed between the parties for this purpose; and

(iv) in relation to any notice or other communication under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place specified in the address for notice most recently provided by the recipient.

**"Minimum Transfer Amount"** means, with respect to a party, the amount specified as such for that party in [Paragraph 11\(b\)\(iii\)\(C\)](#); if no amount is specified, zero.

**"New Credit Support"** has the meaning specified in [Paragraph 3\(c\)\(i\)](#).

**"Notification Time"** has the meaning specified in [Paragraph 11\(c\)\(iv\)](#).

**"Recalculation Date"** means the Valuation Date that gives rise to the dispute under [Paragraph 4](#); *provided, however*, that if a subsequent Valuation Date occurs under [Paragraph 2](#) prior to the resolution of the dispute, then the **"Recalculation Date"** means the most recent Valuation Date under [Paragraph 2](#).

**"Resolution Time"** has the meaning specified in [Paragraph 11\(c\)\(i\)](#).

**"Return Amount"** has the meaning specified in [Paragraph 2\(b\)](#).

**"Settlement Day"** means, in relation to a date, (i) with respect to a transfer of cash or other property (other than securities), the next Local Business Day and (ii) with respect to a transfer of securities, the first Local Business Day after such date on which settlement of a trade in the relevant securities, if effected on such date, would have been settled in accordance with customary practice when settling through the clearance system agreed between the parties for delivery of such securities or, otherwise, on the market in which such securities are principally traded (or, in either case, if there is no such customary practice, on the first Local Business Day after such date on which it is reasonably practicable to deliver such securities).

**"Threshold"** means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in [Paragraph 11\(b\)\(iii\)\(B\)](#); if no amount is specified, zero.

**"Transferee"** means, in relation to each Valuation Date, the party in respect of which Exposure is a positive number and, in relation to a Credit Support Balance, the party which, subject to this Annex, owes such Credit Support Balance or, as the case may be, the Value of such Credit Support Balance to the other party.

**"Transferor"** means, in relation to a Transferee, the other party.

**"Valuation Agent"** has the meaning specified in [Paragraph 11\(c\)\(i\)](#).

**"Valuation Date"** means each date specified in or otherwise determined pursuant to [Paragraph 11\(c\)\(ii\)](#).

**"Valuation Percentage"** means, for any item of Eligible Credit Support, the percentage specified in Paragraph 11(b)(ii).

**"Valuation Time"** has the meaning specified in Paragraph 11(c)(iii).

**"Value"** means, for any Valuation Date or other date for which Value is calculated, and subject to Paragraph 4 in the case of a dispute, with respect to:

- (i) Eligible Credit Support comprised in a Credit Support Balance that is:
  - (A) an amount of cash, the Base Currency Equivalent of such amount multiplied by the applicable Valuation Percentage, if any; and
  - (B) a security, the Base Currency Equivalent of the bid price obtained by the Valuation Agent multiplied by the applicable Valuation Percentage, if any; and
- (ii) items that are comprised in a Credit Support Balance and are not Eligible Credit Support, zero.

**Paragraph 11. Elections and Variables**

(a) **Base Currency and Eligible currency.**

(i) "Base Currency" means United States Dollars unless otherwise specified here:

.....

(ii) "Eligible Currency" means the Base Currency and each other currency specified here:

.....  
 .....

(b) **Credit Support Obligations.**

(i) **Delivery Amount, Return Amount and Credit Support Amount.**

(A) "**Delivery Amount**" has the meaning specified in Paragraph 2(a), unless otherwise specified here: .....

(B) "**Return Amount**" has the meaning specified in Paragraph 2(b), unless otherwise specified here: .....

(C) "**Credit Support Amount**" has the meaning specified in Paragraph 10, unless otherwise specified here: .....

(ii) **Eligible Credit Support.** The following items will qualify as "**Eligible Credit Support**" for the party specified:

		<b>Party A</b>	<b>Party B</b>	<b>Valuation Percentage</b>
(A)	cash in an Eligible Currency	[ ]	[ ]	[ ]%
(B)	negotiable debt obligations issued by the Government of [ ] having an original maturity at issuance of not more than one year	[ ]	[ ]	[ ]%
(C)	negotiable debt obligations issue by the Government of [ ] having an original maturity at issuance of more than one year but not more than 10 years	[ ]	[ ]	[ ]%

(D) negotiable debt obligation issued by the [ ] [ ] [ ]%  
Government of [ ] having an  
original maturity at issuance of more than  
10 years

(E) other: ..... [ ] [ ] [ ]%

(iii) **Thresholds.**

(A) **"Independent Amount"** means with respect to Party A: .....  
**"Independent Amount"** means with respect to Party B: .....

(B) **"Threshold"** means with respect to Party A: .....  
**"Threshold"** means with respect to Party B: .....

(C) **"Minimum Transfer Amount"** means with respect to Party A: .....  
**"Minimum Transfer Amount"** means with respect to Party B: .....

(D) **Rounding.** The Delivery Amount and the Return Amount will be rounded [down to the nearest integral multiple of .../up and down to the nearest integral multiple of ....., respectively<sup>3</sup>].

(c) **Valuation and Timing.**

(i) **"Valuation Agent"** means, for purposes of Paragraphs 2 and 4, the party making the demand under Paragraph 2, and, for purposes of Paragraph 5(c), the Transferee, as applicable, unless otherwise specified here: .....

(ii) **"Valuation Date"** means: .....

(iii) **"Valuation Time"** means:

[ ] the close of business in the place of location of the Valuation Agent on the Valuation Date or date of calculation, as applicable;

[ ] the close of business on the Local Business Day immediately preceding the Valuation Date or date of calculation, as applicable;

*provided* that the calculations of Value and Exposure will, as far as practicable, be made as of approximately the same time on the same date.

(iv) **"Notification Time"** means 1:00 p.m., London time, on a Local Business Day, unless otherwise specified here: .....

---

<sup>3</sup> Delete as applicable.



(d) **Exchange Date.** "Exchange Date" has the meaning specified in Paragraph 3(c)(ii), unless otherwise specified here: .....

(e) **Dispute Resolution.**

(i) **"Resolution Time"** means 1:00 p.m., London time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 4, unless otherwise specified here: .....

(ii) **Value.** For the purpose of Paragraphs 4(a)(4)(i)(C) and 4(a)(4)(ii), the Value of the outstanding Credit Support Balance or of any transfer of Eligible Credit Support or Equivalent Credit Support, as the case may be, will be calculated as follows: .....

(iii) **Alternative.** The provisions of Paragraph 4 will apply, unless an alternative dispute resolution procedure is specified here: .....

(f) **Distributions and Interest Amount.**

(i) **Interest Rate.** The "Interest Rate" in relation to each Eligible Currency specified below will be:

<i>Eligible Currency</i>	<i>Interest Rate</i>
.....	.....
.....	.....
.....	.....

(ii) **Transfer of Interest Amount.** The transfer of the Interest Amount will be made on the last Local Business Day of each calendar month and on any Local Business Day that a Return Amount consisting wholly or partly of cash is transferred to the Transferor pursuant to Paragraph 2(b), unless otherwise specified here: .....

(iii) **Alternative to Interest Amount.** The provisions of Paragraph 5(c)(ii) will apply, unless otherwise specified here: .....

(g) **Addresses for Transfers.**

Party A: .....

Party B: .....

(h) **Other Provisions.**

## SCHEDULE 1 – CREDIT SUPPORT ANNEX PARAGRAPH 11

### Paragraph 11. Elections and Variables

(a) *Base Currency and Eligible Currency.*

- (i) "Base Currency" means Australian Dollars.
- (ii) "Eligible Currency" means the Base Currency.

(b) *Credit Support Obligations.*

(i) *Delivery Amount, Return Amount and Credit Support Amount.*

(A) *"Delivery Amount"*

Party A is not required to deliver any Eligible Credit Support (whether by way of Delivery Amounts or Return Amounts or otherwise) to Party B in respect of the Transaction covered by this Confirmation.

Despite any other provision of this Confirmation, Party B must on the Initial Exchange Date deliver to Party A an initial Delivery Amount comprised of Shares in an amount equal to the Aggregate Number of Shares. Party A agrees that it will not, for the purposes of the Subscription Agreement, direct the Issuer to register Party B or UBS Nominees Pty Limited as nominee of Party B as the holder of Shares in an amount other than the Aggregate Number of Shares. No other Delivery Amounts are required to be delivered by Party B to Party A except:

(aa) in circumstances where Eligible Credit Support in the form of Shares has been transferred by Party A to the Nominee in accordance with "Additional Provisions paragraph 4 – Voting Arrangements" of this Confirmation, in which case the required Delivery Amount is equivalent to the number of Shares so transferred to the Nominee. The Delivery Amount must be delivered to Party A in accordance with "Additional Provisions paragraph 4 – Voting Arrangements" of this Confirmation and the Nominee Deed; and

(bb) in circumstances where Party A has agreed to the delivery or substitution of collateral other than the Shares, in which case any required Delivery Amounts are determined in accordance with the agreement between Party A and Party B in respect of that alternative collateral.

(B) *"Return Amount"*

Despite any other provision of this Confirmation, Party A must on the Cash Settlement Payment Date (if Cash Settlement applies) or Settlement Date (if Physical Settlement applies) for a Tranche, deliver a Return Amount comprised of Shares in an amount equal to the Tranche Quantity for that Tranche to Party B, provided that no Event of Default (as defined in the ISDA Form) has occurred in respect of which Party B is the Defaulting Party or Termination Event has occurred in respect of which Party B is the Affected Party.

To the extent that, on a Settlement Date, Party A is required to deliver a Return Amount to Party B (such quantity of Shares being "**Quantity X**") and Party B is on that date required to deliver Shares to Party A in connection with the physical settlement of the Related Options (such quantity of Shares being "**Quantity Y**"), Party A's obligation to deliver Shares under this Confirmation in respect of the

relevant Tranche shall be satisfied by the delivery of a number of Shares to Party B on the Settlement Date for that Tranche, equal to the excess, if any, of Quantity X over Quantity Y.

(C) "*Credit Support Amount*" in Paragraph 10 does not apply and, instead, for the purposes of this Confirmation, it means at any time an amount equal to the Aggregate Number of Shares comprised in the Delivery Amount on the Initial Exchange Date less any Shares delivered to Party B under paragraph (B) ("*Return Amount*") above.

(ii) *Eligible Credit Support*. The following items will qualify as "*Eligible Credit Support*":

	<b>Party B</b>	<b>Valuation Percentage</b>
<b>Fully paid ordinary shares of the Issuer, or any other collateral agreed to in advance in writing by Party A</b>	✓	<b>100%</b>
<b>Australian Dollars cash</b>	✓	<b>100%</b>

"**Issuer**" means Oil Search Limited (ARBN 055 079 868). ASX code "OSH".

(iii) **Thresholds.**

(A) "*Independent Amount*" means with respect to Party A: zero  
"*Independent Amount*" means with respect to Party B: zero

(B) "*Threshold*" means zero for both Party A and party B.

(C) "*Minimum Transfer Amount*" means AUD 1,000,000 for both Party A and Party B.

(D) *Rounding*. AUD 10,000

(c) *Valuation and Timing.*

(i) "*Valuation Agent*" means Party A.

(ii) "*Valuation Date*" means any Local Business Day.

(iii) "*Valuation Time*" means the close of business in the Relevant Market on the Local Business Day first preceding the Valuation Date or date of calculation, as applicable.

For the purposes of this provision, "Relevant Market" means:

(a) with respect to the calculation of Value, the principal market in which the Eligible Credit Support is traded; and

(b) with respect to the calculation of Exposure, the location most closely associated with the relevant Transaction;

each as determined by the Valuation Agent, or as otherwise agreed between the parties.

(iv) "*Notification Time*" means 3:00 p.m., Sydney time, on the Local Business Day.

- (d) **Exchange Date.** "*Exchange Date*" has the meaning specified in Paragraph 3(c)(ii).
- (e) **Dispute Resolution.**
  - (i) "*Resolution Time*" means 3:00 p.m., Sydney time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 4.
  - (ii) **Value.** For the purpose of Paragraphs 4(a)(4)(i)(C) and 4(a)(4)(ii), , disputes over value will be resolved by the Valuation Agent seeking three bid quotes as of the relevant Valuation Date or date of Transfer from parties that regularly act as dealers in the securities or other property in question. The Value will be the Base Currency Equivalent of the arithmetic mean of the bid prices obtained by the Valuation Agent multiplied by the nominal amount of such security, plus any income which, as of such date, has accrued but not yet been paid in respect of the security to the extent not included in such price as of such date, multiplied by the applicable Valuation Percentage.
  - (iii) **Alternative.** The provisions of Paragraph 4 will apply.
- (f) **Distributions and Interest Amount.**

Despite anything to the contrary in the 1995 ISDA Credit Support Annex forming part of the ISDA Form, Party A is only required to pay "Equivalent Distributions" to Party B as contemplated under paragraph 5(c) of the 1995 ISDA Credit Support Annex as follows:

- a) If the ex-date of an Extraordinary Dividend declared in respect of the Shares occurs during the Dividend Period then Party B agrees that:
  - (i) Party A shall not be required to pay an Equivalent Distribution to Party B in respect of a quantity of Shares equal to the Delta Quantity;
  - (ii) Party A shall pay to Party B an Equivalent Distribution equal to the Actual Dividend Amount per Share in respect of the Non-Delta Quantity; and
  - (iii) payment under paragraph (ii) shall be made by no later than the second Business Day after the payment date of such Extraordinary Dividend or cash return by the Issuer.
- b) If the ex-date of an ordinary dividend declared in respect of the Shares occurs during the Dividend Period then Party B agrees that:
  - (i) Party A shall pay to Party B an Equivalent Distribution equal to A\$0.022 per Share in respect of the Delta Quantity;
  - (ii) Party A shall pay to Party B an Equivalent Distribution equal to the Actual Dividend Amount per Share in respect of the Non-Delta Quantity; and
  - (iii) payment under paragraphs (i) and (ii) shall be made by no later than the second Business Day after the payment date of such ordinary dividend by the Issuer.

No Interest Amounts are payable by Party A to Party B.

For the purposes of the above:

"**Delta Quantity**" is a number determined by UBS that is between zero and the Aggregate Number of Shares.

"**Non-Delta Quantity**" is calculated as the Aggregate Number of Shares minus the Delta Quantity.

"**Actual Dividend Amount**" is the Australian dollar dividend amount per Share declared by the Issuer, or if the Issuer does not declare a dividend in Australian dollars then it is the

dividend amount per share declared by the Issuer multiplied by an exchange rate determined by the Calculation Agent on the ex-dividend date to convert that amount into Australian dollars, less any withholding that would be applicable to Party A when it makes a payment to Party B under this Confirmation, and less any withholding that would be applicable to a shareholder in the same position and with the same characteristics as Party A.

"**Dividend Period**" means the period from but excluding the Trade Date, to and including the Expiration Date for the relevant Component Collar.

(g) ***Demands and Notices / Address for Transfers.***

- (i) Any demand, specification or notice under this Annex (each, a "Notice") must be delivered in writing which, for the avoidance of doubt, shall include electronic messaging or email. All Notices shall be delivered to the following email addresses and physical addresses:

With respect of Party A:

Level 16  
Chifley Tower  
2 Chifley Square  
Sydney NSW 2000  
Australia

Email address: [elaine.chow@ubs.com](mailto:elaine.chow@ubs.com) / [kevin.bayett@ubs.com](mailto:kevin.bayett@ubs.com) / [sh-aus-eg-support@ubs.com](mailto:sh-aus-eg-support@ubs.com) / [michael.rollin@ubs.com](mailto:michael.rollin@ubs.com) / [sh-syd-rmp-op@ubs.com](mailto:sh-syd-rmp-op@ubs.com)  
Telephone: +61 2 9324 2216 / +61 2 9324 3140 / +61 2 9324 3193  
Fax number: +61-2-9324-2880  
Attention: Elaine Chow / Kevin Bayett / Michael Rollin

With respect to Party B:

The Independent State of Papua New Guinea  
Department of Treasury  
P O Box 542  
Waigani 131  
N.C.D.  
Papua New Guinea

Email address: [dairi\\_vele@treasury.gov.pg](mailto:dairi_vele@treasury.gov.pg)  
Telephone: +675 3235600  
Fax Number: +675 3128804  
Attention: Mr Dairi Vele, Secretary for Department of Treasury

- (ii) **Addresses and account details for Transfers.**

With respect of Party A:

UBS AG, Australia Branch  
BSB: 946-612  
Account#: 242888  
Attn: Collateral Mgr Sydney  
Exigo Code: UBSB20  
For delivery of Shares:  
PID: 1505  
HIN: X0000103462

With respect to Party B:

To be advised by Party B to Party A

(h) ***Other Provisions.***

This Annex, including the act of transfer (disposition) itself, will be governed and construed in accordance with New South Wales law.

Holder of relevant interest	UBS AG, London Branch	UBS AG, Australia Branch
Type of agreement	Prime Brokerage Agreement	Prime Brokerage Agreement
Parties to agreement	(i) UBS AG, London Branch ("UBS AG") (ii) Client (Please refer to Appendix A-1.)	(i) UBS AG, Australia Branch ("UBS AG") (ii) Client (Please refer to Appendix A-1.)
Transfer date	Please refer to Appendix A-1.	Please refer to Appendix A-1.
Holder of voting rights	UBS AG	UBS AG
Are there any restrictions on voting rights?	No.	Please refer to the details below.
If yes, detail	N/A	Since all right and title in the securities passes to the transferee (i.e. UBS AG), the transferee has the right to vote. However, in certain circumstances, the transferee may seek to arrange for instructions to be exercised in accordance with the instructions of the transferor (i.e. Client).
Scheduled return date (if any)	None.	None, subject to the terms of the relevant loan.
Does the borrower have the right to return early?	Yes.	Yes.
If yes, detail	The borrower (i.e. UBS AG) has the right to return at its discretion.	The borrower (i.e. UBS AG) has the right to return at its discretion.
Does the lender have the right to recall early?	Yes.	Yes.
If yes, detail	The lender (i.e. Client) can recall at its request subject to compliance with margin requirements and the terms of the relevant loan.	The lender (i.e. Client) can recall at its request subject to compliance with margin requirements and the terms of the relevant loan.
Will the securities be returned on settlement?	Yes.	Yes.
If yes, detail any exceptions	None.	None.

## Prime Brokerage Agreement - UBS AG, London Branch

Parties to agreement	Transfer date
Integrated Core Strategies (Asia) Pte. Ltd	(i) 3 October 2014

## Prime Brokerage Agreement - UBS AG, Australia Branch

Parties to agreement	Transfer date
Australian Leaders Fund Limited	(i) 12 September 2014
Perpetual Investment Management Limited as responsible entity of Perpetual's Wholesale Geared Australian Fund	(i) 12 September 2014 (ii) 15 September 2014 (iii) 19 September 2014 (iv) 2 October 2014 (v) 8 October 2014
Regal Funds Management Pty Ltd as trustee and manager of Atlantic Absolute Return Fund	(i) 12 September 2014 (ii) 19 September 2014 (iii) 23 September 2014
Regal Funds Management Pty Limited as trustee and manager of Tasman Market Neutral Fund	(i) 12 September 2014 (ii) 16 September 2014 (iii) 19 September 2014
Regal Funds Management Pty Limited as trustee for Regal Australian Long Short Geared Equity Fund	(i) 12 September 2014 (ii) 16 September 2014 (iii) 19 September 2014
Watermark Market Neutral Fund Limited	(i) 12 September 2014
Bennelong Funds Management Pty Ltd as trustee of Bennelong Long Short Equity Fund	(i) 15 September 2014 (ii) 16 September 2014
Atrium Investment Management Pty Ltd in its capacity as trustee of the scheme Atrium Benn L-S Fund	(i) 15 September 2014 (ii) 16 September 2014
Watermark Funds Management Pty Limited as responsible entity for Watermark Market Neutral Fund	(i) 7 October 2014



OSH Annexure F					
Date of change	Person whose relevant interest changed	Nature of Change	Consideration given in relation to change	Number of securities	Class
14-Jul-14	UBS AG Australia Branch	Sell	687,231	(7,181)	Ordinary
14-Jul-14	UBS AG Australia Branch	Sell	108,359	(11,324)	Ordinary
14-Jul-14	UBS AG Australia Branch	Sell	68,975	(7,194)	Ordinary
14-Jul-14	UBS AG London Branch	Sell	108,480	(11,372)	Ordinary
14-Jul-14	UBS AG London Branch	Buy	108,504	11,372	Ordinary
14-Jul-14	UBS Securities Australia Ltd	Buy	1,283	1,282	Ordinary
14-Jul-14	UBS Securities Australia Ltd	Buy	5,670	594	Ordinary
14-Jul-14	UBS Securities Australia Ltd	Buy	140,657	14,752	Ordinary
14-Jul-14	UBS Securities Australia Ltd	Sell	163,339	(17,042)	Ordinary
14-Jul-14	UBS Securities Australia Ltd	Sell	47,800	(5,000)	Ordinary
14-Jul-14	UBS Securities Australia Ltd	Sell	241,900	(29,362)	Ordinary
14-Jul-14	UBS Securities Australia Ltd	Sell	253,567	(26,561)	Ordinary
14-Jul-14	UBS Securities Australia Ltd	Buy	36,377	3,830	Ordinary
14-Jul-14	UBS Securities Australia Ltd	Buy	387,158	(40,572)	Ordinary
14-Jul-14	UBS Securities Australia Ltd	Buy	168,428	17,747	Ordinary
14-Jul-14	UBS Securities Australia Ltd	Buy	108,504	11,372	Ordinary
14-Jul-14	UBS Global Asset Management	Buy	5,501	577	Ordinary
15-Jul-14	UBS AG Australia Branch	Sell	1,263,240	(132,000)	Ordinary
15-Jul-14	UBS Securities Australia Ltd	Buy	180,488	18,873	Ordinary
15-Jul-14	UBS Securities Australia Ltd	Buy	7,664	800	Ordinary
15-Jul-14	UBS Securities Australia Ltd	Buy	4,263	446	Ordinary
15-Jul-14	UBS Securities Australia Ltd	Sell	166,887	(17,283)	Ordinary
15-Jul-14	UBS Securities Australia Ltd	Buy	208,158	21,847	Ordinary
15-Jul-14	UBS Securities Australia Ltd	Sell	74,804	(7,777)	Ordinary
15-Jul-14	UBS Securities Australia Ltd	Buy	1,017,254	106,463	Ordinary
15-Jul-14	UBS Securities Australia Ltd	Sell	467,060	(48,604)	Ordinary
15-Jul-14	UBS Wealth Management Australia Ltd	Buy	53,129	5,572	Ordinary
15-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	156,600	Options
15-Jul-14	UBS AG Australia Branch	Sell	816,453	(86,380)	Ordinary
16-Jul-14	UBS AG Australia Branch	Sell	128,735	(13,620)	Ordinary
16-Jul-14	UBS AG Australia Branch	Sell	12,459	(1,315)	Ordinary
16-Jul-14	UBS AG Australia Branch	Buy	1,766,505	186,098	Ordinary
16-Jul-14	UBS Securities Australia Ltd	Buy	6,352	670	Ordinary
16-Jul-14	UBS Securities Australia Ltd	Buy	3,165	334	Ordinary
16-Jul-14	UBS Securities Australia Ltd	Sell	120,436	(12,705)	Ordinary
16-Jul-14	UBS Securities Australia Ltd	Buy	96,085	10,153	Ordinary
16-Jul-14	UBS Securities Australia Ltd	Sell	49,847	(5,280)	Ordinary
16-Jul-14	UBS Securities Australia Ltd	Buy	50,065	5,280	Ordinary
16-Jul-14	UBS Securities Australia Ltd	Buy	31,497	3,333	Ordinary
16-Jul-14	UBS Securities Australia Ltd	Buy	10,288	1,086	Ordinary
16-Jul-14	UBS Securities Australia Ltd	Sell	173,106	(18,292)	Ordinary
16-Jul-14	UBS Securities Australia Ltd	Buy	523,891	55,354	Ordinary
16-Jul-14	UBS Wealth Management Australia Ltd	Collateral received	N/A	8,695	Ordinary
16-Jul-14	UBS Wealth Management Australia Ltd	Buy	27,715	2,931	Ordinary
16-Jul-14	UBS Global Asset Management	Buy	237,512	24,993	Ordinary
17-Jul-14	UBS AG Australia Branch	Buy	2,012,650	210,841	Ordinary
17-Jul-14	UBS Securities Australia Ltd	Sell	37,036	(3,891)	Ordinary
17-Jul-14	UBS Securities Australia Ltd	Buy	2,388	251	Ordinary
17-Jul-14	UBS Securities Australia Ltd	Buy	128,171	13,472	Ordinary
17-Jul-14	UBS Securities Australia Ltd	Sell	166,495	(17,512)	Ordinary
17-Jul-14	UBS Securities Australia Ltd	Buy	121,057	12,731	Ordinary
17-Jul-14	UBS Securities Australia Ltd	Sell	167,431	(17,564)	Ordinary
17-Jul-14	UBS Securities Australia Ltd	Buy	19,906	2,091	Ordinary
17-Jul-14	UBS Wealth Management Australia Ltd	Buy	2,000	210	Ordinary
17-Jul-14	UBS Wealth Management Australia Ltd	Sell	15,346	(1,612)	Ordinary
17-Jul-14	UBS Global Asset Management	Buy	2,017	212	Ordinary
18-Jul-14	UBS AG London Branch	Buy	572,499	60,359	Ordinary
18-Jul-14	UBS AG London Branch	Sell	571,997	(60,359)	Ordinary
18-Jul-14	UBS Securities Australia Ltd	Sell	2,750	(290)	Ordinary
18-Jul-14	UBS Securities Australia Ltd	Buy	303,326	(32,037)	Ordinary
18-Jul-14	UBS Securities Australia Ltd	Buy	1,783	188	Ordinary
18-Jul-14	UBS Securities Australia Ltd	Buy	263,160	27,746	Ordinary
18-Jul-14	UBS Securities Australia Ltd	Buy	162,371	17,120	Ordinary

18-Jul-14	UBS Securities Australia Ltd	Buy	572,499	60,359	Ordinary
18-Jul-14	UBS Securities Australia Ltd	Buy	18,952	2,000	Ordinary
18-Jul-14	UBS Securities Australia Ltd	Sell	354,596	(37,443)	Ordinary
18-Jul-14	UBS Securities Australia Ltd	Buy	185,597	19,585	Ordinary
18-Jul-14	UBS Wealth Management Australia Ltd	Sell	2,476	(261)	Ordinary
18-Jul-14	UBS Wealth Management Australia Ltd	Sell	22,024	(2,32)	Ordinary
18-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	50,000,000	Options
18-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	272,100	Options
21-Jul-14	UBS AG Australia Branch	Buy	6,207,500	650,000	Ordinary
21-Jul-14	UBS AG Australia Branch	Sell	1,829,326	(192,806)	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(357,500)	Options
21-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(130,000,000)	Options
21-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(1,300,000)	Options
21-Jul-14	UBS Securities Australia Ltd	Buy	7,711	809	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Sell	82,728	(8,707)	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Buy	1,343	141	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Sell	58,152	(6,102)	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Buy	55,594	5,859	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Buy	119,416	12,572	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Sell	17,089	(1,795)	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Buy	134,686	14,174	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Sell	57,965	(6,077)	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Buy	435,297	45,714	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Sell	141,961	(14,852)	Ordinary
21-Jul-14	UBS Wealth Management Australia Ltd	Sell	9,282	(975)	Ordinary
21-Jul-14	UBS Global Asset Management	Sell	43,442	(4,557)	Ordinary
21-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(1,300,000)	Options
22-Jul-14	UBS AG Australia Branch	Buy	37,592	3,926	Ordinary
22-Jul-14	UBS Securities Australia Ltd	Buy	252,260	26,313	Ordinary
22-Jul-14	UBS Securities Australia Ltd	Buy	28,967	3,090	Ordinary
22-Jul-14	UBS Securities Australia Ltd	Buy	1,006	105	Ordinary
22-Jul-14	UBS Securities Australia Ltd	Buy	120,149	12,519	Ordinary
22-Jul-14	UBS Securities Australia Ltd	Buy	216,095	22,564	Ordinary
22-Jul-14	UBS Securities Australia Ltd	Sell	52,820	(5,500)	Ordinary
22-Jul-14	UBS Securities Australia Ltd	Sell	106,808	(11,109)	Ordinary
22-Jul-14	UBS Securities Australia Ltd	Buy	102,024	10,639	Ordinary
22-Jul-14	UBS Securities Australia Ltd	Sell	13,432	(1,400)	Ordinary
22-Jul-14	UBS Securities Australia Ltd	Sell	106,492	(11,117)	Ordinary
22-Jul-14	UBS Securities Australia Ltd	Buy	25,865	2,695	Ordinary
22-Jul-14	UBS Wealth Management Australia Ltd	Sell	1,590	(166)	Ordinary
22-Jul-14	UBS Wealth Management Australia Ltd	Sell	1,418	(148)	Ordinary
22-Jul-14	UBS Global Asset Management	Sell	112,439	(11,790)	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Sell	4,839	(505)	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Sell	73,342	(7,655)	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Buy	531,124	55,288	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Sell	29,179	(3,030)	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Buy	757	79	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Sell	23,505	(2,463)	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Buy	234,919	24,548	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Buy	10,399	1,090	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Sell	4,416	(460)	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Buy	185,000	19,317	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Sell	26,219	(2,725)	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Buy	28,785	2,995	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Sell	1,196	(125)	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Buy	385,138	40,238	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Sell	493,747	(51,394)	Ordinary
23-Jul-14	UBS Wealth Management Australia Ltd	Sell	2,811	(293)	Ordinary
23-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	50,000,000	Options
23-Jul-14	UBS AG Australia Branch	Buy	105,540	11,038	Ordinary

24-Jul-14	UBS AG Australia Branch	Sell	1,434,674	(150,000)	Ordinary
24-Jul-14	UBS AG Australia Branch	Buy	950,000	100,000	Ordinary
24-Jul-14	UBS AG London Branch	Buy	3,805	398	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	1,997	(209)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	29,058	(3,030)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	12,454	1,300	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	574	60	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	320,486	(33,469)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	321,520	33,543	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	2,859	(300)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	297,583	(31,138)	Ordinary
24-Jul-14	UBS Wealth Management Australia Ltd	Sell	123,207	12,895	Ordinary
24-Jul-14	UBS Wealth Management Australia Ltd	Sell	736	(77)	Ordinary
24-Jul-14	UBS Wealth Management Australia Ltd	Buy	6,220	651	Ordinary
24-Jul-14	UBS Wealth Management Australia Ltd	Sell	3,356	(351)	Ordinary
24-Jul-14	UBS Wealth Management Australia Ltd	Buy	2,112	221	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	260,000	Options
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	300	Options
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(13,900)	Options
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(357,500)	Options
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(20,000)	Options
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	125,000	Options
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	50,000	Options
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(75,000)	Options
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(300)	Options
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(357,500)	Options
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	15,000	Options
24-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(800,000)	Options
24-Jul-14	UBS Securities Australia Ltd	Sell	7,229	(758)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	19,239	2,000	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	420	44	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	274,848	(28,688)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	133,479	14,001	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	136,153	14,273	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	571,938	(60,000)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	19,040	2,000	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	143,235	(15,000)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	142,832	15,000	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	451,762	(47,354)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	167,176	17,579	Ordinary
24-Jul-14	UBS Wealth Management Australia Ltd	Buy	24,117	2,532	Ordinary
24-Jul-14	UBS AG Australia Branch	Buy	50,159	5,274	Ordinary
24-Jul-14	UBS AG Australia Branch	Buy	305,032	32,066	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	154,905	(16,290)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	323	34	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	175,467	18,456	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	220,694	(23,197)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	198,202	20,850	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	9,490	1,000	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	36,279	3,816	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	34,221	3,600	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	29,340	(3,091)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	75,815	(7,972)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Sell	519,628	(54,681)	Ordinary
24-Jul-14	UBS Securities Australia Ltd	Buy	271,034	28,547	Ordinary

28-Jul-14	UBS Global Asset Management	Buy	149,651	15,728	Ordinary
29-Jul-14	UBS Securities Australia Ltd	Buy	142,394	15,005	Ordinary
29-Jul-14	UBS Securities Australia Ltd	Buy	28,664	3,030	Ordinary
29-Jul-14	UBS Securities Australia Ltd	Buy	237	25	Ordinary
29-Jul-14	UBS Securities Australia Ltd	Buy	532,605	56,288	Ordinary
29-Jul-14	UBS Securities Australia Ltd	Sell	180,178	(19,031)	Ordinary
29-Jul-14	UBS Securities Australia Ltd	Buy	468,936	49,459	Ordinary
29-Jul-14	UBS Securities Australia Ltd	Buy	104,688	11,000	Ordinary
29-Jul-14	UBS Securities Australia Ltd	Buy	67,230	7,078	Ordinary
29-Jul-14	UBS Securities Australia Ltd	Buy	169,248	17,859	Ordinary
29-Jul-14	UBS Securities Australia Ltd	Sell	178,628	(18,782)	Ordinary
29-Jul-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	10,000	Options
30-Jul-14	UBS AG Australia Branch	Buy	23,245	2,445	Ordinary
30-Jul-14	UBS AG Australia Branch	Buy	61,253	6,438	Ordinary
30-Jul-14	UBS Securities Australia Ltd	Buy	13,058	1,376	Ordinary
30-Jul-14	UBS Securities Australia Ltd	Sell	142,834	(15,031)	Ordinary
30-Jul-14	UBS Securities Australia Ltd	Sell	41,769	(4,406)	Ordinary
30-Jul-14	UBS Securities Australia Ltd	Buy	706,419	74,327	Ordinary
30-Jul-14	UBS Securities Australia Ltd	Buy	181	19	Ordinary
30-Jul-14	UBS Securities Australia Ltd	Sell	246,933	(26,002)	Ordinary
30-Jul-14	UBS Securities Australia Ltd	Buy	178,447	18,809	Ordinary
30-Jul-14	UBS Securities Australia Ltd	Buy	44,139	4,644	Ordinary
30-Jul-14	UBS Securities Australia Ltd	Sell	303,731	(31,975)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Buy	17,875	1,875	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	6,123	(645)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	6,104	(643)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	6,142	(647)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	12,037	(1,268)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	19,138	(2,016)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Buy	894	94	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	5,867	(618)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	12,484	(1,315)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	12,626	(1,330)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	13,253	(1,356)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	6,133	(646)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	18,445	(1,943)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	12,816	(1,350)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	18,179	(1,915)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	19,461	(2,050)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	17,634	(1,827)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	11,650	(1,224)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	17,411	(1,834)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	17,268	(1,819)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	17,486	(1,842)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	19,053	(2,007)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	12,151	(1,280)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	24,103	(2,539)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	23,989	(2,527)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	22,091	(2,327)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	17,676	(1,862)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	18,142	(1,911)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	5,876	(619)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	18,037	(1,900)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Buy	27,692	2,913	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	19,100	(2,012)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	18,284	(1,926)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	18,801	(1,951)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	6,322	(666)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	11,885	(1,252)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	12,578	(1,325)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	3,104	(327)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	5,981	(630)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	5,876	(619)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	11,772	(1,240)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	17,904	(1,886)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	17,809	(1,876)	Ordinary

30-Jul-14	UBS Wealth Management Australia Ltd	Sell	17,990	(1,895)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	5,800	(611)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	17,648	(1,859)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	19,043	(2,060)	Ordinary
30-Jul-14	UBS Wealth Management Australia Ltd	Sell	19,461	(2,050)	Ordinary
30-Jul-14	UBS Global Asset Management	Buy	81,326	8,564	Ordinary
30-Jul-14	UBS Global Asset Management	Buy	723,974	76,238	Ordinary
31-Jul-14	UBS AG Australia Branch	Buy	120,710	12,733	Ordinary
31-Jul-14	UBS AG Australia Branch	Buy	73,509	7,754	Ordinary
31-Jul-14	UBS Securities Australia Ltd	Sell	7,282	(769)	Ordinary
31-Jul-14	UBS Securities Australia Ltd	Buy	393,174	41,513	Ordinary
31-Jul-14	UBS Securities Australia Ltd	Buy	47,350	5,000	Ordinary
31-Jul-14	UBS Securities Australia Ltd	Buy	123	13	Ordinary
31-Jul-14	UBS Securities Australia Ltd	Sell	263,751	(27,868)	Ordinary
31-Jul-14	UBS Securities Australia Ltd	Buy	50,262	5,315	Ordinary
31-Jul-14	UBS Securities Australia Ltd	Sell	59,712	(6,305)	Ordinary
31-Jul-14	UBS Securities Australia Ltd	Sell	343,707	(36,320)	Ordinary
31-Jul-14	UBS Securities Australia Ltd	Buy	126,211	13,330	Ordinary
31-Jul-14	UBS Securities Australia Ltd	Buy	1,525,032	160,884	Ordinary
31-Jul-14	UBS Securities Australia Ltd	Buy	176,588	18,629	Ordinary
31-Jul-14	UBS Wealth Management Australia Ltd	Sell	6,927	(733)	Ordinary
01-Aug-14	UBS AG Australia Branch	Buy	42,209	4,496	Ordinary
01-Aug-14	UBS AG Australia Branch	Buy	712,111	76,033	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Sell	257,714	(27,488)	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Sell	41,336	(4,405)	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Buy	28,391	3,030	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Buy	103	11	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Buy	130,265	13,867	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Sell	276,694	(29,497)	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Buy	516,324	(55,000)	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Buy	56,275	6,000	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Sell	13,138	(1,400)	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Buy	110,180	(11,757)	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Buy	131,726	12,782	Ordinary
01-Aug-14	UBS Global Asset Management	Buy	8,406	899	Ordinary
01-Aug-14	UBS Global Asset Management	Sell	41,323	(4,409)	Ordinary
01-Aug-14	UBS Global Asset Management	Sell	335,320	(36,018)	Ordinary
01-Aug-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(49,900)	Options
01-Aug-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A		Options
04-Aug-14	UBS AG Australia Branch	Buy	49,394	5,345	Ordinary
04-Aug-14	UBS AG Australia Branch	Buy	15,278	1,634	Ordinary
04-Aug-14	UBS AG Australia Branch	Buy	31,833	3,421	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,093	117	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	66	7	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,161	124	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	9	1	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,094	117	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,072	115	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	937	101	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	102	11	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	9	1	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,127	121	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,097	118	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,097	118	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	84	9	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,225	185	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	93	10	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,081	116	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	875	94	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	84	9	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,036	112	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,036	112	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	908	98	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	2,891	312	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	204	22	Ordinary

04-Aug-14	UBS AG, London Branch	Buy	741	80	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,168	128	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	83	9	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,177	127	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	46	5	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,455	157	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,196	129	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	306	33	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,752	189	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	1,457	157	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	3,554	383	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	3,419	368	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	223	24	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	84	9	Ordinary
04-Aug-14	UBS AG, London Branch	Buy	7,254	780	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Buy	9,315	1,002	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Buy	9,567	1,032	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Sell	483,151	(57,258)	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Buy	84	9	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Buy	82,705	8,912	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Sell	157,184	(16,931)	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Buy	293,109	31,439	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Sell	11,972	(1,288)	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Sell	5,962	(600)	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Buy	8,664	934	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Sell	2,761	(300)	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Buy	37,748	4,074	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Sell	418	(45)	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Buy	21,214	2,280	Ordinary
04-Aug-14	UBS Wealth Management Australia Ltd	Buy	482	52	Ordinary
04-Aug-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	15,000	Options
04-Aug-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	15,000	Options
04-Aug-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	17,200	Options
04-Aug-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	2,800	Options
04-Aug-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(13,000)	Options
05-Aug-14	UBS AG Australia Branch	Buy	5,743	614	Ordinary
05-Aug-14	UBS AG Australia Branch	Buy	20,845	2,233	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	47	5	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	833	89	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	271	29	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	533	57	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	785	84	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	121	13	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	642	69	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	74	8	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	754	81	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	810	87	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	784	84	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	785	84	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	720	77	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	721	77	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	714	76	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	883	94	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	638	68	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	713	76	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	19	2	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	900	96	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	300	32	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	967	103	Ordinary
05-Aug-14	UBS AG, London Branch	Buy	207	22	Ordinary





26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	1,400	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	14,200	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(14,800)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	12,900	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(13,000)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	33,800	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	1,600	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	17,100	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(17,500)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(86,300)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(2,400)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(16,900)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,500)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	6,400	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	49,900	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(6,500)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	10,000	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	4,700	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(68,000)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(10,700)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(13,900)	Options
26-Aug-14	UBS Securities Australia Ltd	Buy	9,700	1,000	Ordinary
26-Aug-14	UBS Securities Australia Ltd	Sell	2,311	(240)	Ordinary
26-Aug-14	UBS Securities Australia Ltd	Buy	197,490	20,525	Ordinary
26-Aug-14	UBS Securities Australia Ltd	Sell	193,989	(20,138)	Ordinary
26-Aug-14	UBS Securities Australia Ltd	Sell	23,222	(2,411)	Ordinary
26-Aug-14	UBS Securities Australia Ltd	Buy	654,911	67,994	Ordinary
26-Aug-14	UBS Securities Australia Ltd	Buy	33,663	3,500	Ordinary
26-Aug-14	UBS Securities Australia Ltd	Sell	99,646	(10,347)	Ordinary
26-Aug-14	UBS Securities Australia Ltd	Sell	335,604	(34,826)	Ordinary
26-Aug-14	UBS Wealth Management Australia Ltd	Sell	7,152	(745)	Ordinary
26-Aug-14	UBS Global Asset Management	Sell	182,341	(18,971)	Ordinary
26-Aug-14	UBS Global Asset Management	Sell	22,764	(2,372)	Ordinary
26-Aug-14	UBS Global Asset Management	Sell	42,214	(4,392)	Ordinary
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(10,000)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(9,900)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(10,000)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(10,000)	Options
26-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(10,000)	Options
27-Aug-14	UBS AG Australia Branch	Sell	54,322	(5,605)	Ordinary
27-Aug-14	UBS AG Australia Branch	Sell	174,492	(18,000)	Ordinary
27-Aug-14	UBS AG Australia Branch	Sell	465,311	(48,000)	Ordinary
27-Aug-14	UBS Securities Australia Ltd	Sell	11,374	(1,172)	Ordinary

27-Aug-14	UBS Securities Australia Ltd	Buy	96,821	10,000	Ordinary
27-Aug-14	UBS Securities Australia Ltd	Sell	168,713	(17,363)	Ordinary
27-Aug-14	UBS Securities Australia Ltd	Sell	230,897	(23,782)	Ordinary
27-Aug-14	UBS Securities Australia Ltd	Buy	384,613	39,711	Ordinary
27-Aug-14	UBS Securities Australia Ltd	Buy	97,767	10,073	Ordinary
27-Aug-14	UBS Securities Australia Ltd	Sell	286,998	(29,574)	Ordinary
27-Aug-14	UBS Securities Australia Ltd	Buy	577,542	59,541	Ordinary
27-Aug-14	UBS Securities Australia Ltd	Sell	19,108	(1,976)	Ordinary
27-Aug-14	UBS Wealth Management Australia Ltd	Sell	49,604	(5,106)	Ordinary
27-Aug-14	UBS Wealth Management Australia Ltd	Sell	17,011	(1,751)	Ordinary
27-Aug-14	UBS Global Asset Management	Sell	247,550	(25,605)	Ordinary
27-Aug-14	UBS Global Asset Management	Sell	30,901	(3,201)	Ordinary
27-Aug-14	UBS Global Asset Management	Sell	57,322	(5,929)	Ordinary
28-Aug-14	UBS AG Australia Branch	Buy	462,500	50,000	Ordinary
28-Aug-14	UBS Securities Australia Ltd	Buy	101,669	10,531	Ordinary
28-Aug-14	UBS Securities Australia Ltd	Buy	48,100	5,000	Ordinary
28-Aug-14	UBS Securities Australia Ltd	Sell	126,131	(13,095)	Ordinary
28-Aug-14	UBS Securities Australia Ltd	Buy	120,745	12,531	Ordinary
28-Aug-14	UBS Securities Australia Ltd	Sell	126,442	(13,102)	Ordinary
28-Aug-14	UBS Securities Australia Ltd	Buy	153,869	16,006	Ordinary
28-Aug-14	UBS Wealth Management Australia Ltd	Sell	600,301	(62,021)	Ordinary
28-Aug-14	UBS Wealth Management Australia Ltd	Transfer-Out	N/A	(1,484)	Ordinary
28-Aug-14	UBS Wealth Management Australia Ltd	Sell	16,210	(1,685)	Ordinary
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(15,000)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	2,400	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(15,900)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,600)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(42,000)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	86,900	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	16,900	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,400)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(17,100)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	93,000	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	13,000	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(14,200)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(33,800)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(20,000)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	17,500	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(80,000)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	14,800	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(34,600)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,000,000)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(12,900)	Options
28-Aug-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(9,100)	Options
29-Aug-14	UBS AG Australia Branch	Buy	22,799	2,292	Ordinary
29-Aug-14	UBS AG, London Branch	Sell	549,062	(56,838)	Ordinary



02-Sep-14	Buy	UBS AG, London Branch	117	12	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	127	13	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	20	2	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	507	52	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	22,111	2,269	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,372	141	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	418	43	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	331	34	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	29	3	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,064	212	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	681	70	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	68	7	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	185	19	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,860	191	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	234	24	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,921	300	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	3,273	336	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	146	15	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	750	77	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	487	50	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	78	8	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	370	38	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	9,813	1,007	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	7,644	784	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,115	217	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,925	300	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	39	4	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,185	224	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	16,614	1,704	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	30,123	3,088	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	770	79	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	439	45	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,057	209	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	22,599	2,319	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	24,241	2,485	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	9,755	1,000	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	5,853	600	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,785	183	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	11,599	1,189	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	5,209	534	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,195	225	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	663	68	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	12,438	1,275	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	49	5	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,75	18	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	254	26	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,511	155	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	13,007	1,334	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	6,919	710	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	487	50	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,925	300	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,067	212	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,27	13	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	8,908	915	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	3,260	335	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	20,754	2,133	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	8,747	899	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	214	22	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	5,828	599	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	25,142	2,584	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	838	86	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	27,311	2,804	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,870	192	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	5,873	603	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	4,145	426	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,090	112	Ordinary

02-Sep-14	Buy	UBS AG, London Branch	3,143	323	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	15,802	1,624	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	496	51	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	21,567	1,086	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	10,269	2,187	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	204	21	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	15,181	1,561	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	5,884	605	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	263	27	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	18,458	1,896	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	36,944	3,795	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	146	15	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	9,905	1,018	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	10,713	1,101	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	390	40	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	3,107	319	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	14,610	1,500	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	14,610	1,500	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,299	236	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,237	127	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	4,724	485	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	11,211	1,151	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	6,526	670	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	12,029	1,207	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	11,796	1,207	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	14,065	1,444	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	15,720	1,614	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	25,441	2,612	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	4,325	444	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,922	300	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	7,247	744	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,919	197	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	3,039	312	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	5,750	591	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	6,451	663	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	107	11	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,549	262	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	14,731	1,514	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,804	288	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	7,574	778	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	604	62	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,541	261	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	6,694	688	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	3,513	361	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,352	139	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,315	135	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	487	50	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	992	102	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,763	181	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	253	26	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	185	19	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	477	49	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,250	231	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	984	101	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,111	217	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	2,591	266	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	1,646	169	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	88	9	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	760	78	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	95,450	9,820	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	101,827	10,476	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	101,875	10,481	Ordinary
02-Sep-14	Buy	UBS AG, London Branch	425,622	43,701	Ordinary
02-Sep-14	Sell	UBS AG, London Branch	433,020	(43,701)	Ordinary
02-Sep-14	Buy	UBS Securities Australia Ltd	48,310	4,962	Ordinary
02-Sep-14	Sell	UBS Securities Australia Ltd	166,388	(17,125)	Ordinary
02-Sep-14	Buy	UBS Securities Australia Ltd	48,600	5,000	Ordinary



02-Sep-14	UBS Securities Australia Ltd	Buy	332,865	34,220	Ordinary
02-Sep-14	UBS Securities Australia Ltd	Sell	141,100	(14,484)	Ordinary
02-Sep-14	UBS Securities Australia Ltd	Buy	9,160	940	Ordinary
02-Sep-14	UBS Securities Australia Ltd	Buy	6,600	6,600	Ordinary
02-Sep-14	UBS Securities Australia Ltd	Sell	34,769	(3,573)	Ordinary
02-Sep-14	UBS Securities Australia Ltd	Buy	49,462	5,079	Ordinary
02-Sep-14	UBS Securities Australia Ltd	Sell	34,488	(3,543)	Ordinary
02-Sep-14	UBS Securities Australia Ltd	Sell	108,966	(11,189)	Ordinary
02-Sep-14	UBS Securities Australia Ltd	Buy	285,412	(29,273)	Ordinary
02-Sep-14	UBS Securities Australia Ltd	Buy	363,657	37,348	Ordinary
02-Sep-14	UBS Securities Australia Ltd	Buy	425,622	43,701	Ordinary
02-Sep-14	UBS Securities Australia Ltd	Sell	61,648	(6,345)	Ordinary
03-Sep-14	UBS AG Australia Branch	Buy	231,600	23,924	Ordinary
03-Sep-14	UBS AG Australia Branch	Sell	23,231	(2,402)	Ordinary
03-Sep-14	UBS Securities Australia Ltd	Sell	14,544	(1,501)	Ordinary
03-Sep-14	UBS Securities Australia Ltd	Buy	126,197	13,030	Ordinary
03-Sep-14	UBS Securities Australia Ltd	Buy	150,400	15,550	Ordinary
03-Sep-14	UBS Securities Australia Ltd	Sell	183,171	(18,922)	Ordinary
03-Sep-14	UBS Securities Australia Ltd	Sell	12,597	(1,300)	Ordinary
03-Sep-14	UBS Securities Australia Ltd	Buy	9,670	1,000	Ordinary
03-Sep-14	UBS Securities Australia Ltd	Buy	113,180	11,682	Ordinary
03-Sep-14	UBS Securities Australia Ltd	Sell	1,013,728	(104,671)	Ordinary
03-Sep-14	UBS Securities Australia Ltd	Buy	205,874	21,270	Ordinary
03-Sep-14	UBS Securities Australia Ltd	Buy	498,159	51,400	Ordinary
03-Sep-14	UBS Wealth Management Australia Ltd	Buy	2,206	228	Ordinary
03-Sep-14	UBS Wealth Management Australia Ltd	Sell	15,143	(1,566)	Ordinary
03-Sep-14	UBS Global Asset Management	Buy	2,024	209	Ordinary
04-Sep-14	UBS AG Australia Branch	Sell	1,380,066	(142,012)	Ordinary
04-Sep-14	UBS AG Australia Branch	Buy	387,685	40,000	Ordinary
04-Sep-14	UBS AG Australia Branch	Sell	22,586	(2,325)	Ordinary
04-Sep-14	UBS AG, London Branch	Sell	1,321,252	(136,230)	Ordinary
04-Sep-14	UBS AG, London Branch	Buy	1,321,240	136,230	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Buy	10,509	1,083	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Sell	126,863	(13,030)	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Buy	311,540	32,147	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Sell	214,253	(22,075)	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Sell	6,988	721	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Sell	3,890	(400)	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Sell	10,676	(1,100)	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Sell	196,959	(20,282)	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Buy	21,885	2,254	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Buy	455,342	46,974	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Buy	1,321,240	136,230	Ordinary
04-Sep-14	UBS Global Asset Management	Sell	77,063	(7,947)	Ordinary
04-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	285,300	Options
05-Sep-14	UBS AG Australia Branch	Buy	1,001,581	104,000	Ordinary
05-Sep-14	UBS AG Australia Branch	Buy	1,973,243	205,000	Ordinary
05-Sep-14	UBS AG Australia Branch	Buy	1,439,332	150,000	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Sell	4,654	(484)	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Buy	163,929	17,000	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Sell	38,921	(4,045)	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Sell	223,481	(23,257)	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Buy	169,933	17,706	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Sell	8,079	(841)	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Buy	192,200	20,000	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Sell	46,590	(4,843)	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Buy	59,387	6,178	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Sell	3,852	(400)	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Buy	185,037	19,282	Ordinary
05-Sep-14	UBS Securities Australia Ltd	Sell	175,411	(18,249)	Ordinary
05-Sep-14	UBS Wealth Management Australia Ltd	Buy	31,613	3,276	Ordinary
05-Sep-14	UBS Wealth Management Australia Ltd	Sell	12,304	(1,275)	Ordinary
05-Sep-14	UBS Wealth Management Australia Ltd	Buy	589	61	Ordinary
05-Sep-14	UBS Global Asset Management	Buy	15,915	1,658	Ordinary
05-Sep-14	UBS Global Asset Management	Sell	1,973	(206)	Ordinary

08-Sep-14	UBS AG Australia Branch	Sell	568,781	(60,000)	Ordinary
08-Sep-14	UBS AG Australia Branch	Sell	189,598	(20,000)	Ordinary
08-Sep-14	UBS AG Australia Branch	Buy	2,226,722	235,000	Ordinary
08-Sep-14	UBS AG Australia Branch	Sell	5,313	(560)	Ordinary
08-Sep-14	UBS AG, London Branch	Buy	110,159	11,597	Ordinary
08-Sep-14	UBS AG, London Branch	Sell	110,293	(11,597)	Ordinary
08-Sep-14	UBS Securities Australia Ltd	Buy	19,570	2,055	Ordinary
08-Sep-14	UBS Securities Australia Ltd	Buy	265,005	27,870	Ordinary
08-Sep-14	UBS Securities Australia Ltd	Sell	227,123	(23,708)	Ordinary
08-Sep-14	UBS Securities Australia Ltd	Buy	149,918	(15,779)	Ordinary
08-Sep-14	UBS Securities Australia Ltd	Buy	225,464	23,530	Ordinary
08-Sep-14	UBS Securities Australia Ltd	Sell	526,081	(55,440)	Ordinary
08-Sep-14	UBS Securities Australia Ltd	Buy	238,992	25,106	Ordinary
08-Sep-14	UBS Securities Australia Ltd	Sell	4,745	(500)	Ordinary
08-Sep-14	UBS Securities Australia Ltd	Sell	1,769	(186)	Ordinary
08-Sep-14	UBS Securities Australia Ltd	Buy	3,802	400	Ordinary
08-Sep-14	UBS Wealth Management Australia Ltd	Buy	29,643	3,117	Ordinary
08-Sep-14	UBS Wealth Management Australia Ltd	Sell	16,852	(1,773)	Ordinary
08-Sep-14	UBS Global Asset Management	Buy	166,183	17,498	Ordinary
08-Sep-14	UBS Global Asset Management	Buy	1,281,443	134,928	Ordinary
08-Sep-14	UBS Global Asset Management	Sell	2,144	(226)	Ordinary
08-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	2,800	Options
08-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	500	Options
08-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	2,700	Options
08-Sep-14	UBS AG Australia Branch	Sell	5,390	(573)	Ordinary
09-Sep-14	UBS Securities Australia Ltd	Buy	186,904	(19,817)	Ordinary
09-Sep-14	UBS Securities Australia Ltd	Buy	261,363	27,750	Ordinary
09-Sep-14	UBS Securities Australia Ltd	Sell	65,249	(6,935)	Ordinary
09-Sep-14	UBS Securities Australia Ltd	Sell	42,241	(4,477)	Ordinary
09-Sep-14	UBS Securities Australia Ltd	Buy	533,699	(56,727)	Ordinary
09-Sep-14	UBS Securities Australia Ltd	Buy	29,992	3,194	Ordinary
09-Sep-14	UBS Securities Australia Ltd	Buy	47,150	5,000	Ordinary
09-Sep-14	UBS Securities Australia Ltd	Buy	125,303	13,289	Ordinary
09-Sep-14	UBS Securities Australia Ltd	Sell	1,312,170	(139,305)	Ordinary
09-Sep-14	UBS Securities Australia Ltd	Buy	244,425	25,940	Ordinary
09-Sep-14	UBS Wealth Management Australia Ltd	Transfer-Out	N/A	(5,682)	Ordinary
09-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,902	(466)	Ordinary
09-Sep-14	UBS Global Asset Management	Sell	4,390	(202)	Ordinary
10-Sep-14	UBS AG Australia Branch	Buy	18,861	2,022	Ordinary
10-Sep-14	UBS AG Australia Branch	Buy	883,197	94,500	Ordinary
10-Sep-14	UBS AG Australia Branch	Buy	956,617	102,309	Ordinary
10-Sep-14	UBS AG Australia Branch	Buy	1,233,974	131,972	Ordinary
10-Sep-14	UBS AG Australia Branch	Buy	86,771	9,280	Ordinary
10-Sep-14	UBS AG Australia Branch	Sell	338,457	(36,394)	Ordinary
10-Sep-14	UBS AG, London Branch	Sell	193,287	(20,784)	Ordinary
10-Sep-14	UBS AG, London Branch	Sell	56,016	(6,114)	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Sell	57,154	6,114	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Sell	186,400	(20,000)	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Sell	851,560	(91,278)	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Buy	30,074	3,217	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Buy	245,648	(26,297)	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Buy	18,650	2,000	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Buy	116,607	12,503	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Buy	57,154	6,114	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Buy	9,595	1,024	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Buy	219,176	23,445	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Sell	277,378	(29,630)	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Sell	681,654	(73,062)	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Buy	275,356	29,452	Ordinary
10-Sep-14	UBS Securities Australia Ltd	Buy	2,122,170	226,987	Ordinary
10-Sep-14	UBS Global Asset Management	Sell	33,432	(3,589)	Ordinary
10-Sep-14	UBS Global Asset Management	Sell	12,444	(1,336)	Ordinary

10-Sep-14	UBS Global Asset Management	Sell		1,563	(167)	Ordinary
11-Sep-14	UBS AG Australia Branch	Sell	924,242	(100,000)	Ordinary	
11-Sep-14	UBS AG Australia Branch	Sell	277,273	(30,000)	Ordinary	
11-Sep-14	UBS AG Australia Branch	Buy	1,389,026	150,000	Ordinary	
11-Sep-14	UBS AG Australia Branch	Buy	331,419	(35,876)	Ordinary	
11-Sep-14	UBS AG Australia Branch	Sell	140,887	(15,251)	Ordinary	
11-Sep-14	UBS Securities Australia Ltd	Sell	63,639	(6,835)	Ordinary	
11-Sep-14	UBS Securities Australia Ltd	Sell	214,170	(23,114)	Ordinary	
11-Sep-14	UBS Securities Australia Ltd	Buy	73,153	7,889	Ordinary	
11-Sep-14	UBS Securities Australia Ltd	Buy	139,942	15,037	Ordinary	
11-Sep-14	UBS Securities Australia Ltd	Buy	198,158	21,373	Ordinary	
11-Sep-14	UBS Securities Australia Ltd	Sell	118,845	(12,899)	Ordinary	
12-Sep-14	UBS AG Australia Branch	Buy	917,303	100,000	Ordinary	
12-Sep-14	UBS AG Australia Branch	Sell	47,879	(5,214)	Ordinary	
12-Sep-14	UBS AG London Branch	Buy	47,554	5,214	Ordinary	
12-Sep-14	UBS AG London Branch	Buy	44,923	4,891	Ordinary	
12-Sep-14	UBS AG London Branch	Sell	44,619	(4,891)	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Buy	24,579	2,663	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Buy	59,999	6,543	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Sell	9,180	(1,000)	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Buy	352,359	38,525	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Sell	256,834	(27,959)	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Buy	44,923	4,891	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Sell	47,879	(5,214)	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Sell	21,458	(2,989)	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Buy	18,340	2,000	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Buy	23,762	2,585	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Buy	216,490	23,484	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Sell	189,968	(20,702)	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Buy	300,504	32,709	Ordinary	
12-Sep-14	UBS Wealth Management Australia Ltd	Sell	20,095	(2,189)	Ordinary	
12-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,276	(139)	Ordinary	
12-Sep-14	UBS Wealth Management Australia Ltd	Sell	9,051	(986)	Ordinary	
12-Sep-14	UBS Wealth Management Australia Ltd	Sell	413	(45)	Ordinary	
12-Sep-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	23,400	Options	
12-Sep-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	12,000	Options	
15-Sep-14	UBS AG Australia Branch	Sell	1,044,152	(115,000)	Ordinary	
15-Sep-14	UBS AG Australia Branch	Buy	272,393	(30,000)	Ordinary	
15-Sep-14	UBS AG Australia Branch	Buy	4,081,485	450,000	Ordinary	
15-Sep-14	UBS AG Australia Branch	Sell	880,953	(96,722)	Ordinary	
15-Sep-14	UBS AG Australia Branch	Buy	2,347,952	258,729	Ordinary	
15-Sep-14	UBS AG Australia Branch	Buy	1,405,509	154,963	Ordinary	
15-Sep-14	UBS AG Australia Branch	Buy	4,557,087	502,437	Ordinary	
15-Sep-14	UBS AG Australia Branch	Buy	550,152	(60,382)	Ordinary	
15-Sep-14	UBS AG Australia Branch	Buy	1,016,444	112,067	Ordinary	
15-Sep-14	UBS AG Australia Branch	Buy	18,739	2,066	Ordinary	
15-Sep-14	UBS AG Australia Branch	Buy	18	2	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	119,136	13,129	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Sell	18,141	(2,000)	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	152,129	16,730	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Sell	283,303	(31,136)	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	8,326	919	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	1,665,349	183,243	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Sell	9,110	(1,000)	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	9,090	1,000	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	204,174	22,449	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	589,570	64,852	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Sell	6,391	(700)	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	146,944	16,164	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	502,693	(55,158)	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Sell	256,962	(28,205)	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	1,907,504	210,330	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	10,395,846	1,146,293	Ordinary	
15-Sep-14	UBS Securities Australia Ltd	Buy	1,351,913	149,068	Ordinary	

15-Sep-14	UBS Wealth Management Australia Ltd	Sell		447	(49)	Ordinary
15-Sep-14	UBS Wealth Management Australia Ltd	Transfer-Out	N/A		(2,165)	Ordinary
15-Sep-14	UBS Global Asset Management	Buy	20,221	2,216	Ordinary	
15-Sep-14	UBS Global Asset Management	Sell			(240)	Ordinary
15-Sep-14	UBS Global Asset Management	Sell	11,067	(1,244)	Ordinary	
15-Sep-14	UBS Global Asset Management	Sell	20,537	(2,268)	Ordinary	
16-Sep-14	UBS AG London Branch	Buy	35,334	3,913	Ordinary	
16-Sep-14	UBS AG London Branch	Sell	35,322	(3,913)	Ordinary	
16-Sep-14	UBS Securities Australia Ltd	Buy	190,997	21,113	Ordinary	
16-Sep-14	UBS Securities Australia Ltd	Buy	164,341	18,221	Ordinary	
16-Sep-14	UBS Securities Australia Ltd	Sell	219,689	(24,271)	Ordinary	
16-Sep-14	UBS Securities Australia Ltd	Buy	10,046	1,110	Ordinary	
16-Sep-14	UBS Securities Australia Ltd	Buy	35,334	3,913	Ordinary	
16-Sep-14	UBS Securities Australia Ltd	Sell	57,123	(6,315)	Ordinary	
16-Sep-14	UBS Securities Australia Ltd	Buy	48,329	5,316	Ordinary	
16-Sep-14	UBS Securities Australia Ltd	Buy	100,191	(5,316)	Ordinary	
16-Sep-14	UBS Securities Australia Ltd	Sell	101,874	(11,300)	Ordinary	
16-Sep-14	UBS Securities Australia Ltd	Buy	578,669	63,882	Ordinary	
16-Sep-14	UBS Wealth Management Australia Ltd	Sell	31,525	(3,495)	Ordinary	
16-Sep-14	UBS Global Asset Management	Sell	4,269	(474)	Ordinary	
17-Sep-14	UBS AG Australia Branch	Buy	2,725,735	300,000	Ordinary	
17-Sep-14	UBS AG Australia Branch	Buy	1,323,478	145,000	Ordinary	
17-Sep-14	UBS AG Australia Branch	Buy	3,194,953	35,000	Ordinary	
17-Sep-14	UBS AG Australia Branch	Sell	2,934,614	(322,556)	Ordinary	
17-Sep-14	UBS AG Australia Branch	Sell	957,940	(105,245)	Ordinary	
17-Sep-14	UBS AG Australia Branch	Sell	2,635,425	(289,449)	Ordinary	
17-Sep-14	UBS AG Australia Branch	Sell	63,505	(6,977)	Ordinary	
17-Sep-14	UBS AG London Branch	Buy	259,173	28,335	Ordinary	
17-Sep-14	UBS AG London Branch	Sell	257,234	(28,335)	Ordinary	
17-Sep-14	UBS AG London Branch	Buy	1,032,054	113,339	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Buy	19,982	2,200	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Buy	95,958	(6,587)	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Buy	7,207	792	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Sell	229,473	(25,216)	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Sell	33,224	(3,651)	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Buy	130,277	14,318	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Sell	21,757	(2,400)	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Sell	333,046	(36,541)	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Buy	1,890	207	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Sell	257,234	(28,335)	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Sell	1,032,054	(113,339)	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Sell	6,476,672	(710,551)	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Sell	2,352,331	(298,356)	Ordinary	
17-Sep-14	UBS Securities Australia Ltd	Sell	617,180	(67,755)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Buy	9,256,697	1,015,512	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	791	(87)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,436	(158)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	627	(69)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,282	(141)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,854	(204)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	818	(80)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	873	(96)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	800	(88)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,182	(130)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	2,236	(136)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	2,309	(254)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	2,182	(240)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,054	(116)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,264	(139)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Buy	7,203	792	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	4,027	(443)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	2,482	(273)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	900	(99)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,264	(139)	Ordinary	
17-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,236	(136)	Ordinary	



25-Sep-14	UBS Securities Australia Ltd	Buy	195,831	21,488	Ordinary
25-Sep-14	UBS Securities Australia Ltd	Sell	70,325	(7,728)	Ordinary
25-Sep-14	UBS Securities Australia Ltd	Sell	663,777	(72,977)	Ordinary
25-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,530	(168)	Ordinary
25-Sep-14	UBS Wealth Management Australia Ltd	Sell	1,111	(122)	Ordinary
25-Sep-14	UBS Wealth Management Australia Ltd	Sell	73,581	(8,077)	Ordinary
25-Sep-14	UBS Wealth Management Australia Ltd	Sell	856	(94)	Ordinary
25-Sep-14	UBS Wealth Management Australia Ltd	Sell	465	(51)	Ordinary
25-Sep-14	UBS Global Asset Management	Sell	5,182	(569)	Ordinary
25-Sep-14	UBS Global Asset Management	Transfer-In	N/A	118,783	Ordinary
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	10,700	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	6,500	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(500)	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	2,800	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(10,000)	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	3,000	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	13,900	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(50,000)	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	600	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	20,000	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	15,000	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	49,900	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(23,400)	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(4,700)	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	3,000	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(2,700)	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(3,000)	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	99,000	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	2,700	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(49,900)	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(45,000)	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	2,000	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(2,800)	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	1,500	Options
25-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(6,400)	Options
26-Sep-14	UBS AG Australia Branch	Buy	2,246,601	250,000	Ordinary
26-Sep-14	UBS AG Australia Branch	Sell	1,008,732	(112,688)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	196,340	(22,150)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	4,473	500	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	24,944	(2,800)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	157,079	(17,521)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	306,055	38,630	Ordinary

26-Sep-14	UBS Securities Australia Ltd	Sell	17,245	(1,926)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	64,543	7,200	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	128,312	14,330	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	177,112	(19,848)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	159,279	17,833	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	149,555	16,700	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	5,361	600	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	8,046	(900)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	737,271	82,293	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	230,371	25,711	Ordinary
26-Sep-14	UBS Wealth Management Australia Ltd	Sell	781,600	(87,312)	Ordinary
26-Sep-14	UBS Global Asset Management	Sell	9,201	(1,028)	Ordinary
26-Sep-14	UBS Global Asset Management	Buy	35,144	3,922	Ordinary
26-Sep-14	UBS Global Asset Management	Sell	92,665	(10,357)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	2,000	Options
26-Sep-14	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(66,600)	Options
26-Sep-14	UBS AG Australia Branch	Buy	30,157	3,371	Ordinary
26-Sep-14	UBS AG Australia Branch	Buy	129,158	14,437	Ordinary
26-Sep-14	UBS AG Australia Branch	Sell	1,009,966	(113,133)	Ordinary
26-Sep-14	UBS AG Australia Branch	Sell	872,309	(97,583)	Ordinary
26-Sep-14	UBS AG, London Branch	Buy	5,577,485	623,810	Ordinary
26-Sep-14	UBS AG, London Branch	Buy	89,965	10,017	Ordinary
26-Sep-14	UBS AG, London Branch	Sell	89,231	(10,017)	Ordinary
26-Sep-14	UBS AG, London Branch	Sell	5,556,661	(623,810)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	201,500	(22,525)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	21,955	2,415	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	43,380	4,852	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	127,788	(14,300)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	44,700	5,000	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	225,918	25,249	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	253,478	(28,345)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	54,657	(6,110)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	1,153,861	128,923	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	4,423,046	494,867	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	89,965	10,017	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	26,850	(3,000)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	286,701	32,048	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	44,933	5,018	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	18,676	(2,089)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	915,547	(102,417)	Ordinary
26-Sep-14	UBS Global Asset Management	Buy	33,013	3,688	Ordinary
26-Sep-14	UBS Global Asset Management	Buy	120,879	13,547	Ordinary
26-Sep-14	UBS Global Asset Management	Sell	2,613	(293)	Ordinary
26-Sep-14	UBS AG Australia Branch	Buy	9,076	1,015	Ordinary
26-Sep-14	UBS AG Australia Branch	Buy	1,160,783	130,000	Ordinary
26-Sep-14	UBS AG Australia Branch	Sell	1,713,603	(191,853)	Ordinary
26-Sep-14	UBS AG, London Branch	Sell	7,929	(888)	Ordinary
26-Sep-14	UBS AG, London Branch	Buy	622,589	69,658	Ordinary
26-Sep-14	UBS AG, London Branch	Sell	625,591	(69,658)	Ordinary
26-Sep-14	UBS AG, London Branch	Buy	233,080	26,040	Ordinary
26-Sep-14	UBS AG, London Branch	Sell	234,259	(26,040)	Ordinary
26-Sep-14	UBS AG, London Branch	Sell	586,725	(65,100)	Ordinary
26-Sep-14	UBS AG, London Branch	Buy	583,771	65,100	Ordinary
26-Sep-14	UBS AG, London Branch	Buy	348,172	39,057	Ordinary
26-Sep-14	UBS AG, London Branch	Sell	349,934	(39,057)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	5,667,047	(633,827)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	41,109	(4,598)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	48,598	(5,416)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	44,700	5,000	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	122,401	(13,698)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Buy	476,054	53,389	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	41,038	(4,583)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	2,262	(253)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	30,408	(3,403)	Ordinary
26-Sep-14	UBS Securities Australia Ltd	Sell	130,622	(14,578)	Ordinary



02-Oct-14	UBS Securities Australia Ltd	Sell	467,822	(53,029)	Ordinary
02-Oct-14	UBS Securities Australia Ltd	Buy	29,501	3,341	Ordinary
02-Oct-14	UBS Wealth Management Australia Ltd	Buy	6,861	777	Ordinary
02-Oct-14	UBS Global Asset Management	Buy	2,641	299	Ordinary
03-Oct-14	UBS AG Australia Branch	Buy	7,921	897	Ordinary
03-Oct-14	UBS AG Australia Branch	Sell	231,900	(26,208)	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Sell	48,533	(5,493)	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Buy	88,400	10,000	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Buy	119,399	(13,551)	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Buy	12,352	1,402	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Sell	434	(49)	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Sell	3,295	(366)	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Sell	117,973	(13,252)	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Sell	171,634	(19,429)	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Buy	50,911	5,754	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Buy	154,100	(17,426)	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Buy	199,463	22,544	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Sell	130,915	(14,841)	Ordinary
03-Oct-14	UBS AG	Collateral received	N/A	249,244	Ordinary
03-Oct-14	UBS AG	Collateral received	N/A	601,617	Ordinary
03-Oct-14	UBS Wealth Management Australia Ltd	Buy	5,954	676	Ordinary
03-Oct-14	UBS Global Asset Management	Buy	20,078	2,275	Ordinary
03-Oct-14	UBS Global Asset Management	Buy	122,798	13,920	Ordinary
03-Oct-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(40,000)	Options
03-Oct-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(40,000)	Options
03-Oct-14	UBS Securities Australia Ltd	Enter into Derivative Contract	N/A	(10,000)	Options
06-Oct-14	UBS Securities Australia Ltd	Sell	111,569	(12,722)	Ordinary
06-Oct-14	UBS Securities Australia Ltd	Sell	26,755	(3,930)	Ordinary
06-Oct-14	UBS Securities Australia Ltd	Sell	211,656	(24,065)	Ordinary
06-Oct-14	UBS Securities Australia Ltd	Buy	26,889	3,067	Ordinary
06-Oct-14	UBS Securities Australia Ltd	Sell	208,386	(23,748)	Ordinary
06-Oct-14	UBS Securities Australia Ltd	Sell	3,557	(406)	Ordinary
06-Oct-14	UBS Securities Australia Ltd	Buy	10,578	(1,202)	Ordinary
06-Oct-14	UBS Securities Australia Ltd	Buy	75,913	8,650	Ordinary
06-Oct-14	UBS Securities Australia Ltd	Sell	449,927	(51,375)	Ordinary
06-Oct-14	UBS Securities Australia Ltd	Sell	53,425	(6,084)	Ordinary
06-Oct-14	UBS Securities Australia Ltd	Buy	53,981	6,160	Ordinary
06-Oct-14	UBS Securities Australia Ltd	Buy	264,467	30,125	Ordinary
06-Oct-14	UBS Wealth Management Australia Ltd	Sell	4,873	(556)	Ordinary
07-Oct-14	UBS AG Australia Branch	Sell	255,117	(29,241)	Ordinary
07-Oct-14	UBS AG Australia Branch	Buy	874,941	100,000	Ordinary
07-Oct-14	UBS AG, London Branch	Buy	623,897	71,030	Ordinary
07-Oct-14	UBS AG, London Branch	Sell	620,465	(71,030)	Ordinary
07-Oct-14	UBS AG, London Branch	Sell	358,737	(41,099)	Ordinary
07-Oct-14	UBS AG, London Branch	Buy	360,313	41,099	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Buy	17,632	2,021	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Buy	263,564	30,368	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Sell	458,789	(52,887)	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Buy	294,723	33,884	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Buy	44,501	5,098	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Sell	5,265	(603)	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Buy	29,570	3,402	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Sell	17,412	(1,994)	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Sell	357,387	(40,966)	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Sell	156,367	(17,952)	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Buy	20,034	2,300	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Sell	582,825	(64,596)	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Buy	481,861	55,535	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Buy	254,243	29,217	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Sell	255,593	(29,217)	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Sell	620,468	(71,030)	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Sell	358,737	(41,099)	Ordinary
07-Oct-14	UBS Securities Australia Ltd	Sell	329,243	(37,736)	Ordinary
07-Oct-14	UBS Global Asset Management	Buy	6,759	756	Ordinary

07-Oct-14	UBS Global Asset Management	Buy	6,759	756	Ordinary
07-Oct-14	UBS Global Asset Management	Buy	6,759	756	Ordinary
07-Oct-14	UBS Global Asset Management	Buy	1,323	148	Ordinary
07-Oct-14	UBS Global Asset Management	Buy	2,655	297	Ordinary
07-Oct-14	UBS Global Asset Management	Buy	2,771	310	Ordinary
07-Oct-14	UBS Global Asset Management	Buy	6,759	756	Ordinary
07-Oct-14	UBS Global Asset Management	Buy	3,487	390	Ordinary
07-Oct-14	UBS Global Asset Management	Buy	6,759	756	Ordinary
07-Oct-14	UBS Global Asset Management	Buy	6,759	756	Ordinary
08-Oct-14	UBS AG Australia Branch	Buy	257,719	30,000	Ordinary
08-Oct-14	UBS AG Australia Branch	Sell	502,538	(58,420)	Ordinary
08-Oct-14	UBS AG Australia Branch	Buy	4,171,522	484,231	Ordinary
08-Oct-14	UBS AG Australia Branch	Buy	5,170,986	600,249	Ordinary
08-Oct-14	UBS AG Australia Branch	Buy	355,349	41,249	Ordinary
08-Oct-14	UBS AG Australia Branch	Sell	316,473	(36,790)	Ordinary
08-Oct-14	UBS AG Australia Branch	Sell	54,857	(6,243)	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Sell	60,121	(6,842)	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Sell	52,891	(6,148)	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Buy	12,908	(1,500)	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Buy	339,784	39,576	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Sell	247,781	(28,800)	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Buy	32,919	3,824	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Buy	5,681	666	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Buy	474,983	55,228	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Sell	25,813	(3,000)	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Buy	21,489	2,500	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Sell	82,670	(9,614)	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Sell	201,172	(23,381)	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Buy	11,686,702	1,358,502	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Buy	4,440,771	515,769	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Sell	119,530	(13,895)	Ordinary
08-Oct-14	UBS Securities Australia Ltd	Sell	428,870	(50,000)	Ordinary
08-Oct-14	UBS AG	Collateral returned	N/A	(249,244)	Ordinary
08-Oct-14	UBS AG	Collateral returned	N/A	(601,617)	Ordinary
08-Oct-14	UBS Wealth Management Australia Ltd	Buy	8,219	954	Ordinary
08-Oct-14	UBS Global Asset Management	Buy	2,521	288	Ordinary
08-Oct-14	UBS Global Asset Management	Buy	3,460	387	Ordinary
08-Oct-14	UBS Global Asset Management	Buy	19,301	2,159	Ordinary
08-Oct-14	UBS Global Asset Management	Buy	85,538	9,588	Ordinary
08-Oct-14	UBS Global Asset Management	Buy	8,824	987	Ordinary
08-Oct-14	UBS Global Asset Management	Buy	3,031	339	Ordinary
08-Oct-14	UBS Global Asset Management	Buy	30,780	3,443	Ordinary
08-Oct-14	UBS Global Asset Management	Buy	2,816	315	Ordinary
08-Oct-14	UBS Global Asset Management	Buy	29,574	3,308	Ordinary
08-Oct-14	UBS Global Asset Management	Buy	117,650	13,160	Ordinary
08-Oct-14	UBS Global Asset Management	Sell	46,398	(5,400)	Ordinary