

Morgan Stanley

16 November 2017

Dear Sir/Madam

Notice of change of interests of a substantial holder - Woodside Petroleum Ltd (“Woodside”)

On 13 November 2017 Morgan Stanley Australia Securities Limited (“**Morgan Stanley**”) entered into an agreement (the “**Initial Block Trade Agreement**”) with Shell Energy Holdings Australia Limited (the “**Seller**”), which was subsequently amended by way of side letter on 14 November 2017 between Morgan Stanley and the Seller (the “**Side Letter**”, together with the Initial Block Trade Agreement, the “**Block Trade Agreement**”). Pursuant to the Block Trade Agreement, Morgan Stanley agreed to sell by way of an underwritten block trade (“**Block Trade**”) 111,847,852 existing fully paid ordinary shares (the “**Securities**”) in Woodside held by the Seller. The Securities represent approximately 13.3% of the issued ordinary share capital of Woodside.

Through the operation of section 608 of the Corporations Act 2001 (Cth), upon execution of the Initial Block Trade Agreement Morgan Stanley, in its capacity as underwriter, acquired a relevant interest in approximately 8.5% of the issued ordinary share capital of Woodside and upon the execution of the Side Letter Morgan Stanley, in its capacity as underwriter, acquired a further relevant interest in approximately 4.8% of the issued ordinary share capital of Woodside. As a result of executing the Initial Block Trade Agreement, Morgan Stanley acquired a substantial holding in Woodside for the purposes of section 671B of the Corporations Act 2001 (Cth) and the execution of the Side Letter further increased Morgan Stanley’s holding. [Attached to this letter is a “Form 604 – Notice of change of interests of substantial holder” which sets out the details of Morgan Stanley’s substantial holding in Woodside, including a copy of the Block Trade Agreement.]

The Block Trade has been fully allocated and is scheduled to settle on 16 November 2017. Upon settlement of the Block Trade Morgan Stanley will cease to have a relevant interest in the Securities. It is anticipated that Morgan Stanley will submit a “Form 605 – Notice of ceasing to be a substantial holder” within 2 business days of settlement of the Block Trade.

Yours faithfully



Annie Gong

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme WOODSIDE PETROLEUM LIMITED

ACN/ARSN 004 898 962

1. Details of substantial holder (1)

Name Morgan Stanley and its subsidiaries listed in Annexure A
ACN/ARSN (if applicable) Not Applicable

There was a change in the interests of the substantial holder on

Nov 14, 2017

The previous notice was given to the company on

Nov 15, 2017

The previous notice was dated

Nov 13, 2017

The holder became aware on

Nov 16, 2017

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary Shares	73,881,501	8.77%	124,665,002	14.80%
Options	2,146,682	0.25%	2,146,682	0.25%
American Depositary Receipts	3,179	0.00%	3,179	0.00%
		Based on 842,444,903 Ordinary Shares Outstanding		Based on 842,444,903 Ordinary Shares Outstanding

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of Securities affected	Person's votes affected
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	32,510.40	1,042 Ordinary Shares	1,042
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	202,547.86	6,494 Ordinary Shares	6,494
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	436.38	14 Ordinary Shares	14
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	26,835.16	859 Ordinary Shares	859
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,037.04	193 Ordinary Shares	193
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62,921.88	2,009 Ordinary Shares	2,009
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,940.60	62 Ordinary Shares	62
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,178.59	198 Ordinary Shares	198
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62.28	2 Ordinary Shares	2

11/14/2017	Morgan Stanley Australia Securities Limited	Buy	50,992.55	1,637 Ordinary Shares	1,637
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,468.99	47 Ordinary Shares	47
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62.39	2 Ordinary Shares	2
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	292,437.60	9,373 Ordinary Shares	9,373
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,842.57	59 Ordinary Shares	59
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	8,062.67	259 Ordinary Shares	259
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,956.49	223 Ordinary Shares	223
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	29,822.04	954 Ordinary Shares	954
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	5,125.82	164 Ordinary Shares	164
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	85,900.90	2,755 Ordinary Shares	2,755
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	26,284.74	843 Ordinary Shares	843
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	136,843.75	4,379 Ordinary Shares	4,379
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	405.21	13 Ordinary Shares	13
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	190,535.66	6,103 Ordinary Shares	6,103
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,825.58	218 Ordinary Shares	218
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	187.26	6 Ordinary Shares	6
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,528.31	49 Ordinary Shares	49
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	38,981.22	1,247 Ordinary Shares	1,247
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	561.06	18 Ordinary Shares	18
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	531.76	17 Ordinary Shares	17
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,470.40	47 Ordinary Shares	47
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	71,697.60	2,298 Ordinary Shares	2,298
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	99,811.08	3,196 Ordinary Shares	3,196
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	93,930.00	3,000 Ordinary Shares	3,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,993.60	160 Ordinary Shares	160
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	34,881.60	1,118 Ordinary Shares	1,118
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	9,545.67	306 Ordinary Shares	306
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	20,592.00	660 Ordinary Shares	660
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,064.81	66 Ordinary Shares	66
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	12,573.60	403 Ordinary Shares	403
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	20,767.95	665 Ordinary Shares	665
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	150,057.68	4,808 Ordinary Shares	4,808
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	5,338.62	171 Ordinary Shares	171
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,276.87	73 Ordinary Shares	73
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	16,805.42	537 Ordinary Shares	537
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	8,721.54	279 Ordinary Shares	279
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	31,687.50	1,014 Ordinary Shares	1,014
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	134,867.51	4,313 Ordinary Shares	4,313
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,191.58	102 Ordinary Shares	102
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	280.35	9 Ordinary Shares	9
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	20,763.28	664 Ordinary Shares	664
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	250.16	8 Ordinary Shares	8
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,713.81	247 Ordinary Shares	247
11/14/2017	Morgan Stanley Australia Securities Limited	Buy		27 Ordinary Shares	27

	Limited		842.67		
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,242.44	72 Ordinary Shares	72
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	154,706.52	4,916 Ordinary Shares	4,916
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,956.00	255 Ordinary Shares	255
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	20,118.56	644 Ordinary Shares	644
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,372.36	44 Ordinary Shares	44
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62.40	2 Ordinary Shares	2
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62,900.00	2,000 Ordinary Shares	2,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	35,750.00	1,144 Ordinary Shares	1,144
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,432.53	142 Ordinary Shares	142
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	59,006.88	1,884 Ordinary Shares	1,884
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	11,871.20	380 Ordinary Shares	380
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,361.00	140 Ordinary Shares	140
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,563.25	50 Ordinary Shares	50
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,858,954.30	59,401 Ordinary Shares	59,401
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	17,278.49	553 Ordinary Shares	553
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,656.25	213 Ordinary Shares	213
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	10,836.72	348 Ordinary Shares	348
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	847,041.76	27,088 Ordinary Shares	27,088
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	569,947.56	18,291 Ordinary Shares	18,291
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	9,559.44	306 Ordinary Shares	306
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,459.87	111 Ordinary Shares	111
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,479.51	239 Ordinary Shares	239
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,906.25	221 Ordinary Shares	221
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	12,620.96	404 Ordinary Shares	404
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62,720.00	2,000 Ordinary Shares	2,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,123.00	100 Ordinary Shares	100
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	530.74	17 Ordinary Shares	17
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	437.64	14 Ordinary Shares	14
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	22,430.32	718 Ordinary Shares	718
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,527.82	49 Ordinary Shares	49
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	437.78	14 Ordinary Shares	14
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,994.24	64 Ordinary Shares	64
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,781.25	57 Ordinary Shares	57
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,839.62	59 Ordinary Shares	59
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,365.20	140 Ordinary Shares	140
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,644.35	85 Ordinary Shares	85
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	312.00	10 Ordinary Shares	10
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	9,056.70	290 Ordinary Shares	290
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,562.25	50 Ordinary Shares	50
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	499.04	16 Ordinary Shares	16
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	25,241.92	808 Ordinary Shares	808
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	596,575.14	19,066 Ordinary Shares	19,066
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,939.08	158 Ordinary Shares	158

11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,087.81	99 Ordinary Shares	99
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	37,741.68	1,212 Ordinary Shares	1,212
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,410.48	141 Ordinary Shares	141
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	531.42	17 Ordinary Shares	17
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,156,754.23	100,887 Ordinary Shares	100,887
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,836.22	251 Ordinary Shares	251
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,312.08	42 Ordinary Shares	42
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62,800.00	2,000 Ordinary Shares	2,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	14,889.56	477 Ordinary Shares	477
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	30,014.40	960 Ordinary Shares	960
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,209.51	231 Ordinary Shares	231
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	9,425.42	302 Ordinary Shares	302
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	23,075.28	739 Ordinary Shares	739
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,746.48	88 Ordinary Shares	88
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	162,781.25	5,209 Ordinary Shares	5,209
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	36,890.22	1,182 Ordinary Shares	1,182
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,061.51	66 Ordinary Shares	66
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62.42	2 Ordinary Shares	2
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	31,317.51	1,002 Ordinary Shares	1,002
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,179.10	70 Ordinary Shares	70
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	131,782.64	4,213 Ordinary Shares	4,213
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	214,756.20	6,870 Ordinary Shares	6,870
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	31.16	1 Ordinary Shares	1
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	12,179.65	391 Ordinary Shares	391
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,687.50	214 Ordinary Shares	214
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	249.04	8 Ordinary Shares	8
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	10,829.87	347 Ordinary Shares	347
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	67,250.00	2,152 Ordinary Shares	2,152
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,681.50	150 Ordinary Shares	150
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	30,556.40	980 Ordinary Shares	980
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	26,830.87	859 Ordinary Shares	859
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,120.92	68 Ordinary Shares	68
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,664.77	213 Ordinary Shares	213
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,062.50	98 Ordinary Shares	98
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,031.58	65 Ordinary Shares	65
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	40,985.04	1,317 Ordinary Shares	1,317
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	64,145.99	2,053 Ordinary Shares	2,053
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	138,255.21	4,427 Ordinary Shares	4,427
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	5,496.48	176 Ordinary Shares	176
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	31.22	1 Ordinary Shares	1
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	24,480.50	783 Ordinary Shares	783
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,523,365.69	48,818 Ordinary Shares	48,818
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	8,278.60	265 Ordinary Shares	265
11/14/2017	Morgan Stanley Australia Securities Limited	Buy		237 Ordinary Shares	237

	Limited		7,415.73		
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	10,029.65	321 Ordinary Shares	321
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	29,783.15	947 Ordinary Shares	947
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	904.51	29 Ordinary Shares	29
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	33,426.80	1,070 Ordinary Shares	1,070
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	95,129.50	3,050 Ordinary Shares	3,050
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	125.04	4 Ordinary Shares	4
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,626.22	244 Ordinary Shares	244
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	11,459.52	368 Ordinary Shares	368
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,505.20	208 Ordinary Shares	208
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	717.60	23 Ordinary Shares	23
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	23,996.65	769 Ordinary Shares	769
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	9,898.70	316 Ordinary Shares	316
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	15,636.21	501 Ordinary Shares	501
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	28,049.28	896 Ordinary Shares	896
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,923.64	126 Ordinary Shares	126
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	22,142.70	708 Ordinary Shares	708
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	9,053.80	290 Ordinary Shares	290
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	32,541.48	1,044 Ordinary Shares	1,044
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	10,496.64	336 Ordinary Shares	336
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	218.82	7 Ordinary Shares	7
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	206,896.48	6,608 Ordinary Shares	6,608
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	623.80	20 Ordinary Shares	20
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	22,231.34	713 Ordinary Shares	713
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	905.09	29 Ordinary Shares	29
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	31.13	1 Ordinary Shares	1
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	261,434.58	8,382 Ordinary Shares	8382
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,254.00	200 Ordinary Shares	7/18/1900
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	843.75	27 Ordinary Shares	27
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	55,834.69	1,789 Ordinary Shares	1789
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,582.96	83 Ordinary Shares	83
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,593.28	244 Ordinary Shares	244
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	18,762.00	600 Ordinary Shares	600
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	437.92	14 Ordinary Shares	14
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	125.14	4 Ordinary Shares	4
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	44,048.40	1,410 Ordinary Shares	1,410
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	96,469.80	3,090 Ordinary Shares	3,090
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	530.40	17 Ordinary Shares	17
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	28,410.20	910 Ordinary Shares	910
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	11,358.62	364 Ordinary Shares	364
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	749.28	24 Ordinary Shares	24
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,530.12	113 Ordinary Shares	113
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	16,972.80	544 Ordinary Shares	544
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	113,007.31	3,607 Ordinary Shares	3,607

11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,093.75	35 Ordinary Shares	35
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	18,949.62	606 Ordinary Shares	606
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,313.24	74 Ordinary Shares	74
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	29,888.82	954 Ordinary Shares	954
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	29,512.35	945 Ordinary Shares	945
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	8,118.41	261 Ordinary Shares	261
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,216.22	39 Ordinary Shares	39
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,083.08	98 Ordinary Shares	98
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	404.37	13 Ordinary Shares	13
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	101,656.25	3,253 Ordinary Shares	3,253
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,123.00	100 Ordinary Shares	100
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,089.21	227 Ordinary Shares	227
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	31,250.00	1,000 Ordinary Shares	1,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	8,119.80	260 Ordinary Shares	260
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	24,937.50	798 Ordinary Shares	798
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	92,878.02	2,974 Ordinary Shares	2,974
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	86,385.74	2,767 Ordinary Shares	2,767
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	22,942.90	733 Ordinary Shares	733
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,958.55	255 Ordinary Shares	255
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	29,767.35	955 Ordinary Shares	955
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	35,613.60	1,140 Ordinary Shares	1,140
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,619.20	116 Ordinary Shares	116
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	5,125.00	164 Ordinary Shares	164
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	46,562.50	1,490 Ordinary Shares	1,490
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,849.21	91 Ordinary Shares	91
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	68,209.32	2,182 Ordinary Shares	2,182
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	48,640.20	1,554 Ordinary Shares	1,554
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	751.44	24 Ordinary Shares	24
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	15,647.34	502 Ordinary Shares	502
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	9,586.08	307 Ordinary Shares	307
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	685.96	22 Ordinary Shares	22
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	218.26	7 Ordinary Shares	7
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,248.40	40 Ordinary Shares	40
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	77,319.00	2,475 Ordinary Shares	2,475
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,154.03	37 Ordinary Shares	37
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	21,607.74	693 Ordinary Shares	693
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,000.32	32 Ordinary Shares	32
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	781,029.60	25,033 Ordinary Shares	25,033
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	51,061.05	1,635 Ordinary Shares	1,635
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,497.12	48 Ordinary Shares	48
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,464.52	47 Ordinary Shares	47
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	36,695.25	1,175 Ordinary Shares	1,175
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	48,172.08	1,542 Ordinary Shares	1,542
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	597.65	19 Ordinary Shares	19

	Limited				
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	31.19	1 Ordinary Shares	1
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	93.77	3 Ordinary Shares	3
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	5,803.20	186 Ordinary Shares	186
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	57,943.31	1,853 Ordinary Shares	1,853
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	124.82	4 Ordinary Shares	4
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	5,195.80	166 Ordinary Shares	166
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	16,205.67	513 Ordinary Shares	513
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	12,436.83	399 Ordinary Shares	399
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	14,285.82	457 Ordinary Shares	457
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,907.17	61 Ordinary Shares	61
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	342.76	11 Ordinary Shares	11
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	239,380.70	7,670 Ordinary Shares	7,670
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	250.32	8 Ordinary Shares	8
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	43,614.83	1,393 Ordinary Shares	1,393
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,078.03	131 Ordinary Shares	131
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,714.90	55 Ordinary Shares	55
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	25,117.84	803 Ordinary Shares	803
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	27,034.56	864 Ordinary Shares	864
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,888.75	125 Ordinary Shares	125
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	718.29	23 Ordinary Shares	23
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	17,591.16	564 Ordinary Shares	564
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	5,000.00	160 Ordinary Shares	160
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	156.55	5 Ordinary Shares	5
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,895.00	125 Ordinary Shares	125
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	29,265.60	938 Ordinary Shares	938
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,672.50	150 Ordinary Shares	150
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	27,335.00	875 Ordinary Shares	875
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	14,222.64	456 Ordinary Shares	456
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,250.00	136 Ordinary Shares	136
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	42,268.50	1,350 Ordinary Shares	1,350
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,255,011.20	72,276 Ordinary Shares	72,276
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	27,946.44	894 Ordinary Shares	894
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	968.13	31 Ordinary Shares	31
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	31,069.44	992 Ordinary Shares	992
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	124.76	4 Ordinary Shares	4
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	623.60	20 Ordinary Shares	20
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	124,335.20	3,980 Ordinary Shares	3,980
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,843.75	123 Ordinary Shares	123
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	41,825.88	1,338 Ordinary Shares	1,338
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	15,230.48	488 Ordinary Shares	488
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,741.60	120 Ordinary Shares	120
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,613.24	84 Ordinary Shares	84
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,344.88	75 Ordinary Shares	75

11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,561.50	50 Ordinary Shares	50
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,183.30	70 Ordinary Shares	70
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	11,290.78	362 Ordinary Shares	362
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,061.82	34 Ordinary Shares	34
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,736.80	88 Ordinary Shares	88
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	29,565.34	947 Ordinary Shares	947
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62,700.00	2,000 Ordinary Shares	2,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,556.20	210 Ordinary Shares	210
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	11,149.11	357 Ordinary Shares	357
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	5,570.19	177 Ordinary Shares	177
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	74,591.90	2,390 Ordinary Shares	2,390
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,739.36	152 Ordinary Shares	152
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,309.14	42 Ordinary Shares	42
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	11,558.80	370 Ordinary Shares	370
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	28,031.25	897 Ordinary Shares	897
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,560.00	50 Ordinary Shares	50
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	13,651.88	437 Ordinary Shares	437
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	24,960.00	800 Ordinary Shares	800
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	21,026.88	672 Ordinary Shares	672
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	13,587.23	435 Ordinary Shares	435
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	30,107.22	957 Ordinary Shares	957
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,264.81	137 Ordinary Shares	137
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,530.04	81 Ordinary Shares	81
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	26,803.92	858 Ordinary Shares	858
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	12,508.00	400 Ordinary Shares	400
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	57,751.20	1,851 Ordinary Shares	1,851
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,313.98	74 Ordinary Shares	74
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,605.48	244 Ordinary Shares	244
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	375.66	12 Ordinary Shares	12
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	51,276.36	1,644 Ordinary Shares	1,644
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,487.04	144 Ordinary Shares	144
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,614.08	84 Ordinary Shares	84
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,935.62	94 Ordinary Shares	94
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,030.92	33 Ordinary Shares	33
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	76,983.42	2,469 Ordinary Shares	2,469
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	23,704.38	756 Ordinary Shares	756
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,551.84	82 Ordinary Shares	82
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	196,341.60	6,293 Ordinary Shares	6,293
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	23,735.74	757 Ordinary Shares	757
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	624.60	20 Ordinary Shares	20
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	437.64	14 Ordinary Shares	14
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,000.64	32 Ordinary Shares	32
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,343.75	203 Ordinary Shares	203
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,314.60	42 Ordinary Shares	42

	Limited				
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	342.16	11 Ordinary Shares	11
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,940.60	62 Ordinary Shares	62
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	9,152.22	294 Ordinary Shares	294
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,804.80	154 Ordinary Shares	154
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	12,684.60	405 Ordinary Shares	405
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	14,107.50	450 Ordinary Shares	450
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	14,913.41	477 Ordinary Shares	477
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,817.00	90 Ordinary Shares	90
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,126.00	100 Ordinary Shares	100
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	645,465.60	20,688 Ordinary Shares	20,688
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,982.08	224 Ordinary Shares	224
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	93.71	3 Ordinary Shares	3
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	63,000.00	2,000 Ordinary Shares	2,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	64,122.88	2,048 Ordinary Shares	2,048
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	11,246.40	360 Ordinary Shares	360
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	124.44	4 Ordinary Shares	4
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	8,866.35	285 Ordinary Shares	285
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,871.10	156 Ordinary Shares	156
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,588.65	51 Ordinary Shares	51
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	44,238.74	1,417 Ordinary Shares	1,417
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	11,010.07	353 Ordinary Shares	353
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	24,453.09	783 Ordinary Shares	783
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	9,592.22	307 Ordinary Shares	307
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,870.20	60 Ordinary Shares	60
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	219.10	7 Ordinary Shares	7
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	14,906.25	477 Ordinary Shares	477
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	14,610.96	468 Ordinary Shares	468
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,584.03	243 Ordinary Shares	243
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	26,022.92	833 Ordinary Shares	833
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	27,164.94	869 Ordinary Shares	869
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	20,863.76	667 Ordinary Shares	667
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,184.15	134 Ordinary Shares	134
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	810.94	26 Ordinary Shares	26
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	5,748.16	184 Ordinary Shares	184
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	33,665.94	1,078 Ordinary Shares	1,078
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	15,750.00	504 Ordinary Shares	504
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,214.85	71 Ordinary Shares	71
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,396.24	236 Ordinary Shares	236
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	71,602.08	2,292 Ordinary Shares	2,292
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,970.02	127 Ordinary Shares	127
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	23,945.16	766 Ordinary Shares	766
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	46,975.17	1,509 Ordinary Shares	1,509
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	9,158.10	294 Ordinary Shares	294

11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,790.94	154 Ordinary Shares	154
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	17,234.60	548 Ordinary Shares	548
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	10,690.92	342 Ordinary Shares	342
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,120.32	36 Ordinary Shares	36
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	687.39	22 Ordinary Shares	22
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	51,559.34	1,647 Ordinary Shares	1,647
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	101,368.80	3,249 Ordinary Shares	3,249
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,683.22	214 Ordinary Shares	214
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	35,167.50	1,125 Ordinary Shares	1,125
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	46,348.34	1,486 Ordinary Shares	1,486
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	15,745.90	505 Ordinary Shares	505
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,753.36	56 Ordinary Shares	56
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	181,989.60	5,833 Ordinary Shares	5,833
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	31.20	1 Ordinary Shares	1
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	54,763.72	1,753 Ordinary Shares	1,753
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	128,981.97	4,083 Ordinary Shares	4,083
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	107,290.38	3,441 Ordinary Shares	3,441
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,356.64	204 Ordinary Shares	204
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	2,749.56	88 Ordinary Shares	88
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	10,930.50	350 Ordinary Shares	350
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	254,343.75	8,139 Ordinary Shares	8,139
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	7,109.04	228 Ordinary Shares	228
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	17,866.42	572 Ordinary Shares	572
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	8,852.24	283 Ordinary Shares	283
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	94,814.28	3,036 Ordinary Shares	3,036
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	125.00	4 Ordinary Shares	4
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	468.75	15 Ordinary Shares	15
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	1,959.30	63 Ordinary Shares	63
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,215.15	103 Ordinary Shares	103
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	5,018.37	161 Ordinary Shares	161
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	87,512.84	2,804 Ordinary Shares	2,804
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	125.12	4 Ordinary Shares	4
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	6,005.76	192 Ordinary Shares	192
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62,324,400.00	2,000,000 Ordinary Shares	2,000,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	187,480.80	6,000 Ordinary Shares	6,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,294,175.87	105,029 Ordinary Shares	105,029
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	4,924.28	156 Ordinary Shares	156
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	37,320.00	1,200 Ordinary Shares	1,200
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	358,394.40	11,487 Ordinary Shares	11,487
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	3,116,220.00	100,000 Ordinary Shares	100,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	110,625,810.00	3,550,000 Ordinary Shares	3,550,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	37,394.64	1,200 Ordinary Shares	1,200
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	121,532,580.00	3,900,000 Ordinary Shares	3,900,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	9,348,660.00	300,000 Ordinary	300,000

	Limited			Shares	
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	311,622.00	10,000 Ordinary Shares	10,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62,324.40	2,000 Ordinary Shares	2,000
11/14/2017	Morgan Stanley & Co. International Plc	Buy	2,941.73	94 Ordinary Shares	94
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	956.62	-29 Ordinary Shares	-29
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	656,867.70	-20,000 Ordinary Shares	-20,000
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,737.56	-84 Ordinary Shares	-84
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	392.04	-12 Ordinary Shares	-12
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	1,341.11	-41 Ordinary Shares	-41
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,115.75	-65 Ordinary Shares	-65
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,104.96	-64 Ordinary Shares	-64
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,871.00	-87 Ordinary Shares	-87
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,825.96	-86 Ordinary Shares	-86
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	6,106.24	-188 Ordinary Shares	-188
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,614.90	-79 Ordinary Shares	-79
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	194.94	-6 Ordinary Shares	-6
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	295.20	-9 Ordinary Shares	-9
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	262.00	-8 Ordinary Shares	-8
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	1,992.26	-61 Ordinary Shares	-61
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,193.58	-67 Ordinary Shares	-67
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,969.44	-153 Ordinary Shares	-153
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	488.55	-15 Ordinary Shares	-15
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	1,710.80	-52 Ordinary Shares	-52
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,819.08	-86 Ordinary Shares	-86
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	1,509.72	-46 Ordinary Shares	-46
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,909.40	-180 Ordinary Shares	-180
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	97.68	-3 Ordinary Shares	-3
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,039.92	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	260.88	-8 Ordinary Shares	-8
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,119.52	-248 Ordinary Shares	-248
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,531.76	-77 Ordinary Shares	-77
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,801.02	-86 Ordinary Shares	-86
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	951.78	-29 Ordinary Shares	-29
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	587.34	-18 Ordinary Shares	-18
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,954.40	-180 Ordinary Shares	-180
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	7,987.41	-243 Ordinary Shares	-243
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	196.20	-6 Ordinary Shares	-6
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,793.67	-147 Ordinary Shares	-147
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,340.00	-72 Ordinary Shares	-72
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	261.28	-8 Ordinary Shares	-8
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,084.80	-248 Ordinary Shares	-248
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	296.10	-9 Ordinary Shares	-9
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	11,200.64	-344 Ordinary Shares	-344
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	6,991.80	-215 Ordinary Shares	-215

11/14/2017	Morgan Stanley Australia Securities Limited	Sell	32.64	-1 Ordinary Shares	-1
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,868.66	-178 Ordinary Shares	-178
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,357.81	-163 Ordinary Shares	-163
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	260.88	-8 Ordinary Shares	-8
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,474.67	-261 Ordinary Shares	-261
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	357.39	-11 Ordinary Shares	-11
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	846.04	-26 Ordinary Shares	-26
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,058.21	-63 Ordinary Shares	-63
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,164.80	-66 Ordinary Shares	-66
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	357.28	-11 Ordinary Shares	-11
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,037.44	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	390.60	-12 Ordinary Shares	-12
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	9,705.84	-296 Ordinary Shares	-296
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	7,501.20	-228 Ordinary Shares	-228
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,065.96	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	6,909.00	-210 Ordinary Shares	-210
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	227.64	-7 Ordinary Shares	-7
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	12,486.80	-380 Ordinary Shares	-380
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,478.48	-168 Ordinary Shares	-168
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	325.30	-10 Ordinary Shares	-10
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	20,131.40	-620 Ordinary Shares	-620
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	25,762.87	-791 Ordinary Shares	-791
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	986.70	-30 Ordinary Shares	-30
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	131.36	-4 Ordinary Shares	-4
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	7,999.56	-243 Ordinary Shares	-243
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	62,885.68	-1,912 Ordinary Shares	-1,912
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	32.93	-1 Ordinary Shares	-1
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	65.84	-2 Ordinary Shares	-2
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,169.42	-66 Ordinary Shares	-66
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	196.14	-6 Ordinary Shares	-6
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	11,811.10	-359 Ordinary Shares	-359
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	12,689.60	-385 Ordinary Shares	-385
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,072.16	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	31,442.84	-956 Ordinary Shares	-956
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	1,021.14	-31 Ordinary Shares	-31
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,613.93	-171 Ordinary Shares	-171
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	57,259.54	-1,742 Ordinary Shares	-1,742
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	229.81	-7 Ordinary Shares	-7
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	655.80	-20 Ordinary Shares	-20
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,210.00	-250 Ordinary Shares	-250
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,441.70	-165 Ordinary Shares	-165
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,301.60	-70 Ordinary Shares	-70
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	6,897.59	-211 Ordinary Shares	-211
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	13,119.12	-399 Ordinary Shares	-399

	Limited				
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,072.16	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	230.44	-7 Ordinary Shares	-7
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	32,379.86	-989 Ordinary Shares	-989
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,038.56	-62 Ordinary Shares	-62
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,594.36	-79 Ordinary Shares	-79
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	13,776.00	-420 Ordinary Shares	-420
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,069.92	-248 Ordinary Shares	-248
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,497.36	-76 Ordinary Shares	-76
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	19,787.74	-602 Ordinary Shares	-602
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	16,129.44	-487 Ordinary Shares	-487
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	19,542.00	-600 Ordinary Shares	-600
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	624.72	-19 Ordinary Shares	-19
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	164.20	-5 Ordinary Shares	-5
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,103.04	-64 Ordinary Shares	-64
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,603.60	-110 Ordinary Shares	-110
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,599.00	-140 Ordinary Shares	-140
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	105,120.00	-3,200 Ordinary Shares	-3,200
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,262.05	-99 Ordinary Shares	-99
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,897.25	-119 Ordinary Shares	-119
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	196.62	-6 Ordinary Shares	-6
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	55,685.50	-1,690 Ordinary Shares	-1,690
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,594.70	-170 Ordinary Shares	-170
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	32.75	-1 Ordinary Shares	-1
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	103,311.84	-3,144 Ordinary Shares	-3,144
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	9,807.18	-298 Ordinary Shares	-298
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,288.30	-70 Ordinary Shares	-70
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	129.86	-4 Ordinary Shares	-4
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,466.00	-75 Ordinary Shares	-75
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	230.23	-7 Ordinary Shares	-7
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,371.68	-72 Ordinary Shares	-72
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	559.64	-17 Ordinary Shares	-17
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	13,164.00	-400 Ordinary Shares	-400
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,758.56	-84 Ordinary Shares	-84
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	98.76	-3 Ordinary Shares	-3
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	19,287.45	-585 Ordinary Shares	-585
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	6,057.28	-184 Ordinary Shares	-184
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,606.21	-79 Ordinary Shares	-79
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	28,459.75	-869 Ordinary Shares	-869
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,596.20	-140 Ordinary Shares	-140
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	197.58	-6 Ordinary Shares	-6
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	12,246.24	-372 Ordinary Shares	-372
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	260.40	-8 Ordinary Shares	-8
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,069.68	-124 Ordinary Shares	-124

11/14/2017	Morgan Stanley Australia Securities Limited	Sell	10,172.28	-309 Ordinary Shares	-309
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,235.16	-68 Ordinary Shares	-68
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	53,725.14	-1,631 Ordinary Shares	-1,631
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,042.40	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,027.52	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	455.28	-14 Ordinary Shares	-14
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	9,867.00	-300 Ordinary Shares	-300
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,650.20	-172 Ordinary Shares	-172
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,964.60	-90 Ordinary Shares	-90
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	40,147.44	-1,227 Ordinary Shares	-1,227
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,082.32	-248 Ordinary Shares	-248
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	80,525.60	-2,480 Ordinary Shares	-2,480
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	123,179.74	-3,782 Ordinary Shares	-3,782
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	556.92	-17 Ordinary Shares	-17
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,087.28	-248 Ordinary Shares	-248
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	12,967.85	-395 Ordinary Shares	-395
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,866.24	-269 Ordinary Shares	-269
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	11,056.97	-337 Ordinary Shares	-337
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,564.40	-260 Ordinary Shares	-260
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	17,173.80	-522 Ordinary Shares	-522
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,651.92	-172 Ordinary Shares	-172
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	651.20	-20 Ordinary Shares	-20
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	34,997.27	-1,057 Ordinary Shares	-1,057
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	17,776.80	-540 Ordinary Shares	-540
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	460.18	-14 Ordinary Shares	-14
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	22,128.24	-673 Ordinary Shares	-673
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	426.53	-13 Ordinary Shares	-13
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	391.56	-12 Ordinary Shares	-12
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	20,131.40	-620 Ordinary Shares	-620
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,753.52	-84 Ordinary Shares	-84
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	261.52	-8 Ordinary Shares	-8
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	6,570.00	-200 Ordinary Shares	-200
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,195.18	-97 Ordinary Shares	-97
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	12,728.24	-392 Ordinary Shares	-392
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	11,504.50	-350 Ordinary Shares	-350
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,852.73	-87 Ordinary Shares	-87
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,382.52	-103 Ordinary Shares	-103
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	293.76	-9 Ordinary Shares	-9
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	263.44	-8 Ordinary Shares	-8
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,070.92	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,645.60	-112 Ordinary Shares	-112
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	163.05	-5 Ordinary Shares	-5
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	1,374.66	-42 Ordinary Shares	-42
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	11,543.00	-350 Ordinary Shares	-350

	Limited				
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,489.27	-107 Ordinary Shares	-107
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,786.30	-85 Ordinary Shares	-85
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,872.54	-271 Ordinary Shares	-271
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	1,774.98	-54 Ordinary Shares	-54
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	7,316.63	-223 Ordinary Shares	-223
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	1,678.41	-51 Ordinary Shares	-51
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	9,357.80	-284 Ordinary Shares	-284
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	584.64	-18 Ordinary Shares	-18
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,192.00	-128 Ordinary Shares	-128
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	6,000.54	-182 Ordinary Shares	-182
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,716.57	-113 Ordinary Shares	-113
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	525.76	-16 Ordinary Shares	-16
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,797.44	-176 Ordinary Shares	-176
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	23,724.92	-722 Ordinary Shares	-722
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	262.80	-8 Ordinary Shares	-8
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	261.44	-8 Ordinary Shares	-8
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,144.32	-248 Ordinary Shares	-248
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,368.08	-72 Ordinary Shares	-72
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	262.96	-8 Ordinary Shares	-8
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,695.34	-82 Ordinary Shares	-82
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,063.88	-63 Ordinary Shares	-63
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	9,042.00	-275 Ordinary Shares	-275
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	83,998.03	-2,579 Ordinary Shares	-2,579
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,663.77	-82 Ordinary Shares	-82
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,924.10	-89 Ordinary Shares	-89
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	14,099.70	-430 Ordinary Shares	-430
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	197.82	-6 Ordinary Shares	-6
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,825.10	-86 Ordinary Shares	-86
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,090.72	-94 Ordinary Shares	-94
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	11,568.72	-354 Ordinary Shares	-354
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	1,843.52	-56 Ordinary Shares	-56
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,209.92	-128 Ordinary Shares	-128
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	5,359.44	-163 Ordinary Shares	-163
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	15,246.59	-463 Ordinary Shares	-463
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,146.80	-248 Ordinary Shares	-248
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	1,994.09	-61 Ordinary Shares	-61
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	38,917.84	-1,196 Ordinary Shares	-1,196
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,054.80	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	9,255.24	-282 Ordinary Shares	-282
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,634.40	-80 Ordinary Shares	-80
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	19,166.88	-584 Ordinary Shares	-584
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	16,376.15	-497 Ordinary Shares	-497
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,249.40	-69 Ordinary Shares	-69

11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,059.76	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,053.56	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	427.31	-13 Ordinary Shares	-13
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,541.32	-108 Ordinary Shares	-108
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,785.45	-85 Ordinary Shares	-85
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	23,713.92	-716 Ordinary Shares	-716
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	228.34	-7 Ordinary Shares	-7
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,401.34	-73 Ordinary Shares	-73
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	17,005.44	-521 Ordinary Shares	-521
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,074.88	-248 Ordinary Shares	-248
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	12,231.36	-372 Ordinary Shares	-372
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	18,100.50	-550 Ordinary Shares	-550
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	15,483.42	-477 Ordinary Shares	-477
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,578.56	-79 Ordinary Shares	-79
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	9,694.00	-296 Ordinary Shares	-296
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	11,193.66	-342 Ordinary Shares	-342
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	11,851.63	-361 Ordinary Shares	-361
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,034.96	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	12,524.80	-380 Ordinary Shares	-380
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,567.00	-260 Ordinary Shares	-260
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	32.85	-1 Ordinary Shares	-1
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,238.94	-129 Ordinary Shares	-129
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	13,398.72	-408 Ordinary Shares	-408
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	12,954.11	-397 Ordinary Shares	-397
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	16,556.40	-504 Ordinary Shares	-504
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	49,631.01	-1,509 Ordinary Shares	-1,509
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,795.00	-115 Ordinary Shares	-115
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	294.03	-9 Ordinary Shares	-9
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	295.56	-9 Ordinary Shares	-9
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,477.88	-258 Ordinary Shares	-258
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	11,796.74	-359 Ordinary Shares	-359
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	292.23	-9 Ordinary Shares	-9
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	64.92	-2 Ordinary Shares	-2
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	15,773.47	-479 Ordinary Shares	-479
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	8,067.44	-248 Ordinary Shares	-248
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,032.48	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,703.31	-83 Ordinary Shares	-83
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,070.92	-124 Ordinary Shares	-124
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	6,062.80	-184 Ordinary Shares	-184
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	11,829.05	-359 Ordinary Shares	-359
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	207,405.76	-6,368 Ordinary Shares	-6,368
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	19,399.20	-590 Ordinary Shares	-590
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	4,226.30	-130 Ordinary Shares	-130
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	3,644.13	-111 Ordinary Shares	-111

	Limited				
11/14/2017	Morgan Stanley Australia Securities Limited	Sell	2,538.12	-78 Ordinary Shares	-78
11/14/2017	Morgan Stanley & Co. International Plc	Sell	129,865.29	-4,000 Ordinary Shares	-4,000
11/14/2017	Morgan Stanley Australia Securities Limited	Buy	62,324.40	2,000 Ordinary Shares	2,000
11/14/2017	Morgan Stanley Wealth Management Australia Pty Ltd	Buy	311,886.60	10,000 Ordinary Shares	10,000
11/14/2017	Morgan Stanley Wealth Management Australia Pty Ltd	Buy	25,006.68	800 Ordinary Shares	800
11/14/2017	Morgan Stanley Wealth Management Australia Pty Ltd	Buy	31,275.06	1,000 Ordinary Shares	1,000
11/14/2017	Morgan Stanley Wealth Management Australia Pty Ltd	Buy	6,261.64	200 Ordinary Shares	200
11/14/2017	Morgan Stanley Wealth Management Australia Pty Ltd	Buy	107,263.90	3,449 Ordinary Shares	3,449
11/14/2017	Morgan Stanley Wealth Management Australia Pty Ltd	Buy	14,089.50	450 Ordinary Shares	450
11/14/2017	Morgan Stanley Wealth Management Australia Pty Ltd	Transfer out	N/A	-350 Ordinary Shares	-350
11/14/2017	Morgan Stanley & Co. LLC	Borrow	N/A	4,200 Ordinary Shares	4,200
11/14/2017	Morgan Stanley & Co. International plc	Borrow	N/A	24,262 Ordinary Shares	24,262
11/14/2017	Morgan Stanley Australia Securities Limited	Borrow returned	N/A	-91,504 Ordinary Shares	-91,504
11/14/2017	Morgan Stanley Australia Securities Limited	Relevant interest arising from its capacity as an underwriter upon execution of the Block Trade Agreement	1,251,465,088.50	40,240,035 Ordinary Shares	40,240,035

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Morgan Stanley & Co. International plc	Not Applicable	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of sales and trading businesses.	1,610,894 Option	2,146,682
Morgan Stanley Smith Barney LLC	DTC through Morgan Stanley	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of discretionary managed business.	3,179 American Depositary Receipt	3,179
Morgan Stanley Investment Management Inc.	HSBC Bank Australia Limited	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of investment management business.	731 Ordinary Shares	731
Morgan Stanley Investment Management Inc.	HSBC Custody Nominees Australia Ltd	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of investment management business.	45,523 Ordinary Shares	45,523
Morgan Stanley Investment Management Inc.	JP Morgan Nominees Australia	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of investment management business.	1,595 Ordinary Shares	1,595
Morgan Stanley Wealth Management Australia Pty Ltd	Morgan Stanley Wealth Management Australia Pty discretionary client account	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of discretionary managed business.	242,546 Ordinary Shares	242,546
Morgan Stanley & Co. LLC	Unknown	Not Applicable	Holder of securities subject to an obligation to return under a securities lending or prime brokerage agreement. Right as lender to recall the shares under a prime brokerage arrangement	134,952 Ordinary Shares	134,952
Morgan Stanley & Co. International plc	Unknown	Not Applicable	Holder of securities subject to an obligation to return under a securities lending or prime brokerage agreement. Right as lender to recall the shares under a prime brokerage arrangement	740,517 Ordinary Shares	740,517

Morgan Stanley & Co. International plc	Unknown	Not Applicable	Holder of securities subject to an obligation to return under a securities lending or prime brokerage agreement through an associate. Right as lender to recall the shares under a prime brokerage arrangement.	192,795 Ordinary Shares	192,795
Morgan Stanley & Co. International plc	Unknown	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of sales and trading businesses. Right as lender to recall the shares under a prime brokerage arrangement.	431,399 Ordinary Shares	431,399
Morgan Stanley & Co. International plc	HSBC Custody Nominees (Australia) Limited	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of sales and trading businesses.	79,398 Ordinary Shares	79,398
Morgan Stanley Australia Securities Limited	Unknown	Not Applicable	Holder of securities subject to an obligation to return under a securities lending agreement. Right as lender to recall the shares under a securities lending agreement	7,629 Ordinary Shares	7,629
Morgan Stanley Australia Securities Limited	Unknown	Not Applicable	Holder of securities subject to an obligation to return under a securities lending agreement.	100,296 Ordinary Shares	100,296
Morgan Stanley Australia Securities Limited	Unknown	Not Applicable	Holder of securities subject to an obligation to return under a securities lending or prime brokerage agreement through an associate.	562,757 Ordinary Shares	562,757
Morgan Stanley Australia Securities Limited	Morgan Stanley Australia Securities (Nominee) Pty Limited	Not Applicable	Shares held or in respect of which the holder may exercise control over disposal in the ordinary course of sales and trading businesses.	122,124,864 Ordinary Shares	122,124,864
Each of the entities (as listed in Annexure A) in the Morgan Stanley group upstream of the above entities			Each of the above entities is a body corporate that each upstream entity controls and therefore has the relevant interests that the above entities collectively have.	124,665,002 Ordinary Shares 3,179 American Depositary Receipts 1,610,894 Options (N.B.: Total of the above direct interest)	

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Not applicable	Not applicable

6. Addresses

The addresses of persons named in this form are as follows:

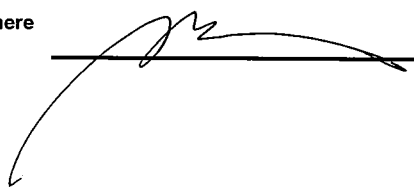
Name	Address
Morgan Stanley	1585 Broadway, New York 10036, USA
Morgan Stanley & Co. LLC	1585 Broadway, New York 10036, USA
Morgan Stanley & Co. International plc	25 Cabot Square Canary Wharf, London, E14 4QA, United Kingdom
Morgan Stanley Investment Management Inc.	522 5th Avenue 6 th Floor, New York 10036, USA
Morgan Stanley Australia Securities Limited	Level 39 Chifley Tower, 2 Chifley Square, Sydney NSW 2000, Australia
Morgan Stanley Wealth Management Australia Pty Ltd	Level 39 Chifley Tower, 2 Chifley Square, Sydney NSW 2000, Australia
Morgan Stanley Smith Barney LLC	1585 Broadway, New York 10036, USA

Signature

print name Annie Gong .

capacity Executive Director

sign here

A handwritten signature in black ink, appearing to be 'Annie Gong', is written over a horizontal line. A curved arrow points from the signature down and to the left.

date Nov 16, 2017

Annexure A

List of Morgan Stanley and its subsidiaries that have a relevant interest or deemed to have a relevant interest in the shares or units stated in Section 4.

Name
Morgan Stanley
Morgan Stanley Capital Management, LLC
Morgan Stanley Domestic Holdings, Inc.
Morgan Stanley & Co. LLC
Morgan Stanley Smith Barney LLC
Morgan Stanley Wealth Management Australia Pty Ltd
Morgan Stanley Investment Management Inc.
Morgan Stanley International Holdings Inc.
Morgan Stanley International Limited
Morgan Stanley Investments (UK)
Morgan Stanley & Co. International plc
Morgan Stanley International Incorporated
Morgan Stanley (Australia) Securities Holdings Pty Limited
Morgan Stanley Australia Securities Limited

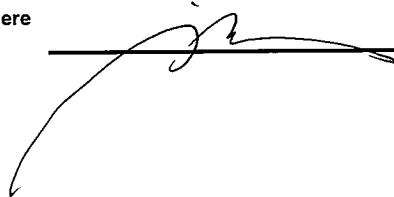
Signature

print name Annie Gong

capacity Executive Director

sign here

date Nov 16, 2017



DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

GUIDE

This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 604.

Signature

This form must be signed by either a director or a secretary of the substantial holder.

Lodging period

Nil

Lodging Fee

Nil

Other forms to be completed

Nil

Additional information

- (a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.
- (b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
 - (i) within 2 business days after they become aware of the information; or
 - (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:
 - (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and
 - (B) the person becomes aware of the information during the bid period.

Annexures

To make any annexure conform to the regulations, you must

- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
- 2 show the corporation name and A.C.N or ARBN
- 3 number the pages consecutively
- 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
- 5 identify the annexure with a mark such as A, B, C, etc
- 6 endorse the annexure with the words:
This is annexure (mark) of (number) pages referred to in form (form number and title)
- 7 sign and date the annexure.

The annexure must be signed by the same person(s) who signed the form.

Information in this guide is intended as a guide only. Please consult your accountant or solicitor for further advice.

Annexure B

This is Annexure B referred to in the Form 604: Notice of change of interests of substantial holder issued by Morgan Stanley and its subsidiaries. The following is description of the securities lending agreements referenced in the accompanying Form 604.

Schedule	
Type of Agreement	Master Securities Loan Agreement
Parties to agreement	Morgan Stanley & Co. LLC, MS Securities Services Inc. and STATE STREET BANK AND TRUST COMPANY
Transfer Date	20171016; 20171020; 20171023; 20171024; 20171026; 20171027; 20171030; 20171031; 20171101; 20171102; 20171106; 20171107; 20171108; 20171109;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
Does the lender have the right to recall early?	Yes/No
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions Upon the occurrence of a Default entitling the Lender to terminate all Loans, the Lender has the right to purchase a like amount of Loaned Securities, to sell any Collateral and to apply and set off the Collateral and any proceeds thereof against the payment of the purchase price for such Replacement Securities. In the event the Lender exercises such rights, the Borrower's obligation to return a like amount of the Loaned Securities shall terminate.	

Schedule	
Type of Agreement	Master Securities Loan Agreement
Parties to agreement	Morgan Stanley & Co. LLC, MS Securities Services Inc. and JPMORGAN CHASE BANK, N.A.
Transfer Date	20171016; 20171019; 20171026; 20171101; 20171102; 20171103; 20171106; 20171107; 20171108; 20171109;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
Does the lender have the right to recall early?	Yes/No

If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions Upon the occurrence of a Default entitling the Lender to terminate all Loans, the Lender has the right to purchase a like amount of Loaned Securities, to sell any Collateral and to apply and set off the Collateral and any proceeds thereof against the payment of the purchase price for such Replacement Securities. In the event the Lender exercises such rights, the Borrower's obligation to return a like amount of the Loaned Securities shall terminate.	

Schedule	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co. LLC on behalf of all Morgan Stanley entities and customer LOS ANGELES CAPITAL MANAGEMENT AND EQUITY RESEARCH, INC.
Transfer Date	20170728; 20170821; 20170828; 20170908; 20170918; 20170928; 20171016;
Holder of Voting Rights	Shares are used to settle customer's short sales. Voting rights are held by third party purchaser.
Are there any restrictions on voting rights?	No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes
If yes, detail The borrower may return shares to the lender at any time.	
Does the lender have the right to recall early?	Yes
If yes, detail The lender may recall shares from the borrower at any time.	
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions In the ordinary course of business, customer will return the securities to the prime broker. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral for the purpose of arriving at a single closeout amount. In such a default scenario, the shares may not be returned to the prime broker.	

Schedule	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co. LLC on behalf of all Morgan Stanley entities and customer QATO CAPITAL PTY LTD
Transfer Date	20171003; 20171102;
Holder of Voting Rights	Shares are used to settle customer's short sales. Voting rights are held by third party purchaser.
Are there any restrictions on voting rights?	No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes
If yes, detail The borrower may return shares to the lender at any time.	
Does the lender have the right to recall early?	Yes
If yes, detail The lender may recall shares from the borrower at any time.	
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions In the ordinary course of business, customer will return the securities to the prime broker. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the	

customer to Morgan Stanley and to foreclose on any collateral for the purpose of arriving at a single closeout amount. In such a default scenario, the shares may not be returned to the prime broker.	
Schedule	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co. LLC on behalf of all Morgan Stanley entities and customer WATERMARK FUNDS MANAGEMENT PTY LIMITED
Transfer Date	20170703; 20170721; 20170808; 20170818; 20170821; 20171013; 20171017; 20171018; 20171110;
Holder of Voting Rights	Shares are used to settle customer's short sales. Voting rights are held by third party purchaser.
Are there any restrictions on voting rights?	No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes
If yes, detail	The borrower may return shares to the lender at any time.
Does the lender have the right to recall early?	Yes
If yes, detail	The lender may recall shares from the borrower at any time.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions In the ordinary course of business, customer will return the securities to the prime broker. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral for the purpose of arriving at a single closeout amount. In such a default scenario, the shares may not be returned to the prime broker.	

Schedule	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co. LLC on behalf of all Morgan Stanley entities and customer WELLINGTON MANAGEMENT COMPANY LLP
Transfer Date	20170703; 20170706;
Holder of Voting Rights	Shares are used to settle customer's short sales. Voting rights are held by third party purchaser.
Are there any restrictions on voting rights?	No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes
If yes, detail	The borrower may return shares to the lender at any time.
Does the lender have the right to recall early?	Yes
If yes, detail	The lender may recall shares from the borrower at any time.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions In the ordinary course of business, customer will return the securities to the prime broker. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral for the purpose of arriving at a single closeout amount. In such a default scenario, the shares may not be returned to the prime broker.	

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and BNP PARIBAS SECURITIES SERVICES
Transfer Date	20171031;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The Lender is entitled to terminate a Loan and to call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standard settlement time for such Equivalent Securities on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.

Schedule	
Type of Agreement	Overseas Securities Lender's Agreement
Parties to agreement	Morgan Stanley & Co. International plc and JPMORGAN CHASE BANK, N.A.
Transfer Date	20171102;
Holder of Voting Rights	Each Party undertakes that where it holds securities of the same description as any securities borrowed by it or transferred to it by way of collateral at a time when a right to vote arises in respect of such securities, it will use its best endeavours to arrange for the voting rights attached to such securities to be exercised in accordance with the instructions of the Lender or Borrower (as the case may be).
Are there any restrictions on voting rights?	Yes/No
If yes, detail	As stated above.
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	The Borrower is entitled at any time to terminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The Lender may call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standard settlement time for such Equivalent Securities on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered. The Borrower shall redeliver such Equivalent Securities not later than the expiry of such notice in accordance with the Lender's instructions.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be

delivered by each Party shall be established in accordance with the Agreement and on the basis of the Relevant Values so established, the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable.

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and THE BANK OF NEW YORK MELLON
Transfer Date	20171026; 20171107;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The Lender is entitled to terminate a Loan and to call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standard settlement time for such Equivalent Securities on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and CACEIS BANK
Transfer Date	20171025; 20171107;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The Lender is entitled to terminate a Loan and to call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standard settlement time for such Equivalent Securities on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.

Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.	

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and THE NORTHERN TRUST COMPANY
Transfer Date	20171109; 20171110; 20171114;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.	
Does the lender have the right to recall early?	Yes/No
If yes, detail The Lender is entitled to terminate a Loan and to call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standard settlement time for such Equivalent Securities on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.	

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and SECURITIES FINANCE TRUST COMPANY
Transfer Date	20170703; 20170904; 20170919; 20170928; 20171016; 20171017; 20171101; 20171108; 20171109;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.	
Does the lender have the right to recall early?	Yes/No
If yes, detail The Lender is entitled to terminate a Loan and to call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the standard settlement time for such Equivalent Securities on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and QATO CAPITAL PTY LTD
Transfer Date	20171003; 20171102;
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will pass to the purchaser of the securities.
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	At any time the client may return to the prime broker shares which the client previously sold short.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The prime broker may require the client to return shares delivered on behalf of the client at any time.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and L1 CAPITAL PTY LTD.
Transfer Date	20170919; 20171005; 20171016; 20171018; 20171102;
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will pass to the purchaser of the securities.
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	At any time the client may return to the prime broker shares which the client previously sold short.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The prime broker may require the client to return shares delivered on behalf of the client at any time.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and

on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and REGAL FUNDS MANAGEMENT PTY LIMITED
Transfer Date	20171011; 20171012; 20171013; 20171016; 20171018; 20171101; 20171102; 20171106;
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will pass to the purchaser of the securities.
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	At any time the client may return to the prime broker shares which the client previously sold short.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The prime broker may require the client to return shares delivered on behalf of the client at any time.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and MACQUARIE FUNDS MANAGEMENT (HONG KONG) LIMITED
Transfer Date	20170816; 20170823; 20170830; 20170831; 20170901; 20170904; 20170906; 20170907; 20170908; 20170912; 20170927; 20170928; 20171019; 20171026; 20171101; 20171102; 20171103; 20171106; 20171109;
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will pass to the purchaser of the securities.
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open

Does the borrower have the right to return early?	Yes/No
If yes, detail At any time the client may return to the prime broker shares which the client previously sold short.	
Does the lender have the right to recall early?	Yes/No
If yes, detail The prime broker may require the client to return shares delivered on behalf of the client at any time.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and ELLERSTON CAPITAL LIMITED
Transfer Date	20171110;
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will pass to the purchaser of the securities.
Are there any restrictions on voting rights?	Yes/No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail At any time the client may return to the prime broker shares which the client previously sold short.	
Does the lender have the right to recall early?	Yes/No
If yes, detail The prime broker may require the client to return shares delivered on behalf of the client at any time.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and ARROW CAPITAL PTY LTD
Transfer Date	20170703; 20170706; 20170720; 20170725; 20170726; 20170727; 20170728; 20170802; 20170803; 20170804; 20170808; 20170818; 20170822; 20170825; 20170828; 20170830; 20170914; 20170925; 20170928; 20171002; 20171003; 20171004; 20171009; 20171023; 20171025; 20171101; 20171102; 20171110; 20171113;
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will pass to the purchaser of the securities.
Are there any restrictions on voting rights?	Yes/No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open

Does the borrower have the right to return early?	Yes/No
If yes, detail At any time the client may return to the prime broker shares which the client previously sold short.	
Does the lender have the right to recall early?	Yes/No
If yes, detail The prime broker may require the client to return shares delivered on behalf of the client at any time.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and OXFORD ASSET MANAGEMENT LLP
Transfer Date	20170720; 20170724; 20170725; 20170727; 20170802; 20170803; 20170808; 20170809; 20170810; 20170815; 20170818; 20170821; 20170825; 20170828; 20170829; 20170830; 20170831; 20170905; 20170906; 20170908; 20170911; 20170914; 20170915; 20170918; 20170919; 20170920; 20170921; 20170929; 20171005; 20171013; 20171020; 20171024; 20171025; 20171107; 20171114;
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will pass to the purchaser of the securities.
Are there any restrictions on voting rights?	Yes/No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail At any time the client may return to the prime broker shares which the client previously sold short.	
Does the lender have the right to recall early?	Yes/No
If yes, detail The prime broker may require the client to return shares delivered on behalf of the client at any time.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and TRIBECA INVESTMENT PARTNERS PTY LTD.
Transfer Date	20171018; 20171019; 20171023; 20171024; 20171025; 20171026;

	20171101; 20171102; 20171106; 20171107; 20171108; 20171110; 20171113;
Holder of Voting Rights	If prime broker has settled a short sale for the client, voting rights will pass to the purchaser of the securities.
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	At any time the client may return to the prime broker shares which the client previously sold short.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The prime broker may require the client to return shares delivered on behalf of the client at any time.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

Schedule	
Type of Agreement	Australian Master Securities Lending Agreement
Parties to agreement	Morgan Stanley Australia Securities Limited and CITIBANK NA
Transfer Date	20171030;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	The Borrower shall be entitled at any time to terminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.
Does the lender have the right to recall early?	Yes/No
If yes, detail	The Lender may call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the Standard Settlement Time for such Equivalent Securities or the equivalent time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established and on the basis of the Relevant Values so established, an account shall be taken of what is due from each Party to the other and the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable.

Schedule	
Type of Agreement	Australian Master Securities Lending Agreement
Parties to agreement	Morgan Stanley Australia Securities Limited and NATIONAL AUSTRALIA BANK LIMITED
Transfer Date	20171026; 20171030; 20171031; 20171101; 20171102; 20171103; 20171106; 20171109; 20171110; 20171114;
Holder of Voting Rights	Borrower

Are there any restrictions on voting rights?	Yes/No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail The Borrower shall be entitled at any time to terminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.	
Does the lender have the right to recall early?	Yes/No
If yes, detail The Lender may call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the Standard Settlement Time for such Equivalent Securities or the equivalent time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established and on the basis of the Relevant Values so established, an account shall be taken of what is due from each Party to the other and the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	Australian Master Securities Lending Agreement
Parties to agreement	Morgan Stanley Australia Securities Limited and WESTPAC BANKING CORPORATION
Transfer Date	20170828; 20170904; 20170915; 20170918; 20170927;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	Yes/No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail The Borrower shall be entitled at any time to terminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.	
Does the lender have the right to recall early?	Yes/No
If yes, detail The Lender may call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the Standard Settlement Time for such Equivalent Securities or the equivalent time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered.	
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established and on the basis of the Relevant Values so established, an account shall be taken of what is due from each Party to the other and the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and

	GCC CORPORATE GROUP PTY LTD
Transfer Date	20171114;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	Prime broker may return shares which were rehypothecated from the client at any time.
Does the lender have the right to recall early?	Yes/No
If yes, detail	Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and LAURO ASSET MANAGEMENT PTE LTD
Transfer Date	20171113;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	Prime broker may return shares which were rehypothecated from the client at any time.
Does the lender have the right to recall early?	Yes/No
If yes, detail	Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and CERES CAPITAL PTY LTD
Transfer Date	20171114;

Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	Yes/No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/No
If yes, detail	Prime broker may return shares which were rehypothecated from the client at any time.
Does the lender have the right to recall early?	Yes/No
If yes, detail	Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.
Will the securities be returned on settlement?	Yes/No
If yes, detail any exceptions	Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.

Schedule	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co LLC. on behalf of all Morgan Stanley entities and GEODE CAPITAL MANAGEMENT LP
Transfer Date	20171114;
Holder of Voting Rights	Morgan Stanley
Are there any restrictions on voting rights?	No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes
If yes, detail	Morgan Stanley may return rehypothecated shares at any time.
Does the lender have the right to recall early?	Yes
If yes, detail	The customer may recall shares from Morgan Stanley at any time.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	In the ordinary course of business, securities will be returned to customers. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral, including rehypothecated securities, for the purpose of arriving at a single closeout amount. In such a default scenario, Morgan Stanley may do an actual or deemed sale of the rehypothecated securities.

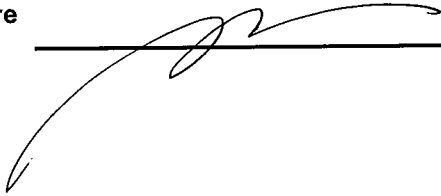
Schedule	
Type of Agreement	Customer Prime Broker Account Agreement

Parties to agreement	Morgan Stanley & Co LLC. on behalf of all Morgan Stanley entities and KINEA INVESTIMENTOS LTDA.
Transfer Date	20171114;
Holder of Voting Rights	Morgan Stanley
Are there any restrictions on voting rights?	No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes
If yes, detail	Morgan Stanley may return rehypothecated shares at any time.
Does the lender have the right to recall early?	Yes
If yes, detail	The customer may recall shares from Morgan Stanley at any time.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	In the ordinary course of business, securities will be returned to customers. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral, including rehypothecated securities, for the purpose of arriving at a single closeout amount. In such a default scenario, Morgan Stanley may do an actual or deemed sale of the rehypothecated securities.

Schedule	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co LLC. on behalf of all Morgan Stanley entities and GEODE CAPITAL MANAGEMENT LLC
Transfer Date	20171114;
Holder of Voting Rights	Morgan Stanley
Are there any restrictions on voting rights?	No
If yes, detail	Not applicable
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes
If yes, detail	Morgan Stanley may return rehypothecated shares at any time.
Does the lender have the right to recall early?	Yes
If yes, detail	The customer may recall shares from Morgan Stanley at any time.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	In the ordinary course of business, securities will be returned to customers. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral, including rehypothecated securities, for the purpose of arriving at a single closeout amount. In such a default scenario, Morgan Stanley may do an actual or deemed sale of the rehypothecated securities.

The above schedules are based on the relevant standard agreements. The entity filing the report will, if requested by the company or responsible entity to whom the prescribed form must be given or ASIC, give a copy of the agreement to the company, responsible entity or ASIC.

Signature

print name	Annie Gong	capacity	Executive Director
sign here		date	November 16, 2017

13 November 2017

COMMERCIAL IN CONFIDENCE

Shell Energy Holdings Australia Limited
'Shell House'
562 Wellington Street
Perth WA 6000

Dear Sirs

Sale of Shares in Woodside Petroleum Ltd

1. INTRODUCTION

This agreement (the "**Agreement**") sets out the terms and conditions upon which Shell Energy Holdings Australia Limited ABN 69 054 260 776 (the "**Vendor**") engages each of Morgan Stanley Australia Securities Limited (ABN 55 078 652 276) and UBS AG, Australian Branch (ABN 47 088 129 613) (together, the "**Lead Managers**") to jointly sell and otherwise jointly manage the disposal of 71,607,817 existing fully paid ordinary shares ("**Ordinary Shares**") in Woodside Petroleum Ltd (ABN 55 004 898 962) (the "**Company**") held by the Vendor (the "**Vendor Shares**") and to severally provide underwriting (in respect of their Respective Proportions (see Schedule 1)) in respect thereof (the "**Sale**") in accordance with the terms of this Agreement.

2. SALE OF SHARES

2.1 Announcement

The Vendor's ultimate parent company intends to announce the Sale (including the Vendor's name and the number of Vendor Shares to be sold and a statement by the Vendor to the effect that, subject to certain exceptions, it will not dispose of any residual Ordinary Shares in the Company owned by it after completion of the Sale for a period of 90 days), the form and content of such announcement having been determined in accordance with clause 8.1. The Lead Managers may not make any announcement until the Vendor's ultimate parent company makes that announcement, the form and content of such announcement by the Lead Manager having been determined in accordance with clause 8.

2.2 Sale of Vendor Shares and Settlement

- (a) Subject to the terms and conditions of this Agreement, the Vendor agrees to sell the Vendor Shares at the price of AUD\$31.10 per Vendor Share ("**Sale Price**").
- (b) The Lead Managers agree to:
 - (i) jointly manage the sale of the Vendor Shares by procuring purchasers for the Vendor Shares at the Sale Price in respect of each Vendor Share; and
 - (ii) underwrite and guarantee the sale of the Vendor Shares by purchasing at the Sale Price per Vendor Share those of the Vendor Shares (in respect of their Respective Proportions (see Schedule 1)) which have not been purchased by purchasers in accordance with clause 2.2(b)(i) as at 9.30am (Sydney time) on the next Business Day immediately following the date of this Agreement (or such other date and time as the parties agree in writing) ("**Balance Shares**"),

in accordance with the terms of this Agreement.
- (c) The Lead Managers agree that the sale of the Vendor Shares will be effected:
 - (i) subject to paragraph (ii) immediately below, by way of one or more special crossings in accordance with the Operating Rules of the Australian Securities Exchange (the "**ASX**") and the ASX Settlement Operating Rules by 9.45am (Sydney time) on the next Business Day immediately following the date of this Agreement (the "**Trade Date**"); and
 - (ii) in respect of any Retention Shares (defined in clause 2.4), in accordance with clause 2.4 and:
 - (A) by way of one or more special crossings in accordance with the Operating Rules of the ASX and the ASX Settlement Operating Rules; and/or
 - (B) by way of one or more regular brokered transactions on the ASX on the condition that neither it, nor any person acting on its behalf, knows, or has reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States.
- (d) The Lead Managers must pay (in respect of their Respective Proportions (see Schedule 1)) to the Vendor an amount equal to the Sale Price multiplied by the number of Vendor Shares less any fees payable under clause 3 (the "**Net Sale Proceeds**"), in cleared funds, to the account nominated by the Vendor and, subject to clause 2.4, against the delivery of the Vendor Shares, by 3.00pm (Sydney time) on the second Business Day (as defined in the ASX Settlement Rules) following the Trade Date (referred to as "T + 2" basis) (the "**Settlement Date**"). For the avoidance of doubt, payment of the Sale Price in respect of each of the Vendor Shares to be sold under this clause 2.2 will be made on the Settlement Date, notwithstanding clause 2.4.

- (e) If, for any reason other than the non-performance by the Vendor of its obligations under this Agreement, a Lead Manager has not paid its Respective Proportion of the Net Sale Proceeds on the Settlement Date in accordance with clause 2.2(d) or as the Vendor directs, then interest will accrue at a rate equal to the 1 Month London Interbank Offered Rate plus 100 basis points on that part of the outstanding Net Sale Proceeds on and from the Settlement Date until that part of the Net Sale Proceeds are paid in full (plus accrued interest) and will be payable to the Vendor or as the Vendor directs together with the Net Sale Proceeds.

2.3 Account Opening

On the date of this Agreement, each Lead Manager or its nominated Affiliate will (where relevant) open an account in the name of the Vendor in accordance with its usual practice, and do all such things necessary to enable it to act as a Lead Manager to sell the Vendor Shares in accordance with this Agreement.

2.4 Retention Shares

- (a) Where acquisition of some or all of the Balance Shares by a Lead Manager is prohibited or restricted by the application of the takeover provisions in the Corporations Act 2001 (Cth) (the "**Corporations Act**") or the prohibition on the acquisition of share provisions in the Foreign Acquisitions and Takeovers Act 1975 (Cth) or related policy, the Vendor and the Lead Manager agree:
 - (i) that the Vendor shall retain such number of Balance Shares as the Lead Manager ("**Relevant Lead Manager**") advises the Vendor that the Vendor is required to retain in order to prevent the Relevant Lead Manager or its Affiliates breaching the Corporations Act or the Foreign Acquisitions and Takeovers Act 1975 (Cth) or related policy (the "**Retention Shares**");
 - (ii) the Relevant Lead Manager must still comply with its obligations to pay the Net Sale Proceeds to the Vendor pursuant to clause 2.2(d) provided that the portion of that payment that is equal to the number of any Retention Shares multiplied by the Sale Price is provided to the Vendor as an interest free loan ("**Advance Amount**");
 - (iii) the Vendor is not required to repay the Advance Amount other than from, and to the extent it receives monies directly from the sale of the Retention Shares, provided always that the Vendor is not responsible for any shortfall in repayment from the proceeds of the sale of Retention Shares and the Relevant Lead Manager will bear the loss arising from the shortfall, if any;
 - (iv) the Relevant Lead Manager may, during a period of six Business Days from the date of this Agreement, issue a notice or notices instructing the Vendor to transfer some or all of the Retention Shares to the Relevant Lead Manager or to a third-party nominated by the Relevant Lead Manager, provided that the Relevant Lead Manager may issue the notice referred to in this paragraph on more than one occasion;

- (v) the Relevant Lead Manager must sell any Retention Shares (including via sales on the ASX in accordance with clause 2.2(c)) prior to 7.00pm on the date that is the sixth Business Day after the Business Day immediately following the Trade Date, provided that settlement of the sale of Retention Shares must occur on or before the third Business Day following the sale of the relevant Retention Shares (the "**End Date**"); and
- (vi) the Relevant Lead Manager is entitled to apply, by way of set off, the proceeds for the purchase of any Retention Shares against the Advance Amount, immediately upon the Lead Manager's receipt of those proceeds. The Relevant Lead Manager has no recourse to the Vendor for any shortfall in repayment from the sale proceeds of the Retention Shares.
- (b) For the avoidance of doubt, the Relevant Lead Manager must make the payment required by clause 2.2(d) on the Settlement Date notwithstanding that all of the Retention Shares may not have been transferred by the Vendor by that date.
- (c) The Vendor acknowledges that the Relevant Lead Manager does not acquire any interest or relevant interest in, or rights in respect of, any Retention Shares except to act as agent for the Vendor in procuring sales for the Retention Shares.

2.5 Manner of Sale

- (a) The Lead Managers will conduct the Sale by way of an offer only:
 - (i) in Australia, to persons who do not need disclosure under Part 6D.2 of the Corporations Act and do not otherwise require any regulatory approvals (including under the Corporations Act, Foreign Acquisitions and Takeovers Act (and related policy) and/or the Competition and Consumer Act);
 - (ii) to persons that are:
 - (A) in the United States;
 - (B) "U.S. persons" (as defined in Rule 902(k) under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**")) ("**U.S. Persons**"); or
 - (C) acting for the account or benefit of U.S. Persons in the United States,and in accordance with clauses 2.2 and 2.6;
 - (iii) to persons in those jurisdictions listed in Schedule 2 to whom offers or sales of securities may lawfully be made without requiring the preparation, delivery, lodgement of filing of any prospectus or other disclosure document or any lodgement, registration or filing with, or

approval by, a government agency, in accordance with the selling restrictions specified in Schedule 2,

and otherwise in accordance with the terms of this Agreement.

- (b) Any investor that purchases Vendor Shares (other than any Retention Shares sold in regular brokered transactions on the ASX in accordance with clause 2.2(c)) will be required to confirm, including through deemed representations and warranties, among other things:
 - (i) its status as an investor meeting the requirements of this clause 2.5 and clause 2.6;
 - (ii) its compliance with all relevant laws and regulations (including the takeover and insider trading provisions of the Corporations Act and the Foreign Acquisitions and Takeovers Act 1975 (Cth) and related policy); and
 - (iii) its agreement to certain resale restrictions.

2.6 U.S. Securities Act

- (a) The Vendor Shares shall only be offered and sold:
 - (i) to persons that are:
 - (A) not in the United States;
 - (B) not U.S. Persons; and
 - (C) not acting for the account or benefit of U.S. Persons,in each case, in "**offshore transactions**" (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S under the U.S. Securities Act ("**Regulation S**"); or
 - (ii) to persons that are:
 - (A) in the United States;
 - (B) U.S. Persons; or
 - (C) acting for the account or benefit of U.S. Persons,each of whom (i) is a qualified institutional buyer ("**QIB**"), as defined in Rule 144A under the U.S. Securities Act, in transactions exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 144A thereunder and (ii) who is required to execute a letter on or prior to the Settlement Date in the form agreed in writing by the Vendor and the Lead Managers (and as may be amended by mutual agreement in writing, such agreement not to be unreasonably withheld or delayed) (the "**Confirmation Letter**").

- (b) The Vendor will procure that Clifford Chance, legal counsel to Vendor, provides the Lead Managers with an opinion on the Settlement Date and dated as of that date and expressed to be for its benefit, such opinion to be substantially in the form of the draft provided to the Lead Managers prior to the execution of this Agreement and in a form reasonably acceptable to it, to the effect that no registration of the Vendor Shares is required under the U.S. Securities Act for the offer, sale and delivery of the Vendor Shares in the manner contemplated by this Agreement (the "**U.S. Opinion**").

3. FEES AND COSTS

- (a) In consideration of performing its obligations under this Agreement, each Lead Manager will be entitled to such fees as the Vendor and that Lead Manager agree in writing.
- (b) The Vendor and the Lead Managers will each bear their own legal costs (if any) and all their other out-of-pocket expenses (if any) in connection with this Agreement and the transactions contemplated by it.

4. GST

4.1 Input Tax Credit

Any fees which the parties agree to be payable to the Lead Managers and any other amounts payable to the Lead Managers under this Agreement are to be agreed and calculated to be exclusive of GST. However, if any amounts payable to the Lead Managers under this Agreement are calculated by reference to a cost or expense incurred by the Lead Managers, the amount payable to the Lead Managers under any other provision of this Agreement must be reduced by the amount of any input tax credit to which the Lead Managers reasonably determine they are entitled for an acquisition in connection with that cost or expense.

4.2 Tax invoice

If any supply made under this Agreement is a taxable supply, the entity making the taxable supply ("**Supplier**") must issue a valid tax invoice to the party providing the consideration for that taxable supply ("**Recipient**"). The tax invoice issued by the Supplier must set out in detail the nature of the taxable supply, the consideration attributable to the taxable supply, the amount of GST payable by the Supplier in connection with the taxable supply and any other details reasonably requested by the Recipient. The GST amount means, in relation to a taxable supply, the amount of GST for which the Supplier is liable in respect of the taxable supply ("**GST Amount**").

4.3 Timing of Payment

The Recipient must pay the GST Amount in connection with a taxable supply at the same time that the Recipient must provide the consideration for that taxable supply (under the other provisions of this Agreement), or if later, within 5 Business Days of the Recipient receiving a tax invoice for that taxable supply.

4.4 Payment Differences

If the GST payable by the Supplier in connection with the taxable supply differs from the GST Amount paid by the Recipient under this clause, the Supplier must repay any excess to the Recipient or the Recipient must pay any deficiency to the Supplier, as appropriate within 5 Business Days of the Supplier providing the Recipient with a written notification regarding the difference in the GST payable. Where the difference in the GST payable results from an adjustment event, the written documentation provided by the Supplier under this clause must include an adjustment note or tax invoice as required by the GST law.

4.5 Defined Terms

The references to "**GST**" and other terms used in this clause 4 (except Recipient and GST Amount) have the meanings given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended from time to time). However, any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 4.

4.6 References

A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

5. UNDERTAKINGS

5.1 Moratorium

- (a) The Vendor represents and warrants that it will not in the 90 days after completion of the transfer of the Vendor Shares on the Settlement Date, Deal in all or any Ordinary Shares held by it after the sale of the Vendor Shares pursuant to this Agreement excluding:
- (i) in order to satisfy demand from eligible shareholders under a Company initiated dividend reinvestment plan (if any);
 - (ii) a repurchase (including under a buy-back, reduction of capital or other means) of Ordinary Shares by the Company;
 - (iii) any acceptance by the Vendor of a takeover offer for the Company in accordance with Chapter 6 of the Corporations Act or transfer pursuant to a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (iv) a sale, transfer or disposal to a third party where it is a condition of the sale that the third party announce an intention to acquire, or propose a transaction to acquire, greater than 50% of all Ordinary Shares;
 - (v) a sale, transfer or disposal of a number of Ordinary Shares to a strategic third party purchaser that is subject to a representation and warranty on substantially the same terms as this clause 5.1(a). For the avoidance of

any doubt, any agreement by the strategic third party purchaser will be in respect of the residual term of the 90 day period;

- (vi) the sale of any Retention Shares in accordance with clause 2.4; and
 - (vii) a sale, transfer or disposal to an Affiliate of the Vendor that is subject to a representation and warranty on substantially the same terms as this clause 5.1(a) in respect of the Ordinary Shares sold, transferred or disposed. For the avoidance of any doubt, any agreement by the Affiliate will be in respect of the residual term of the 90 day period.
- (b) Each party to this Agreement acknowledges that the representation and warranty in clause 5.1(a) is not intended to and does not give the Lead Managers any power to dispose of, or control the disposal of, the Ordinary Shares the subject of the representation and warranty to the extent that the Lead Managers would be in breach of applicable laws to have such power, and a breach of the representation and warranty in those circumstances will only give rise to a right to damages and the parties acknowledge that, in such circumstances damages are an adequate remedy for a breach of the representation and warranty. Each party acknowledges that the representation and warranty in clause 5.1(a) has been provided to only address the financial consequences of the Vendor disposing of, or dealing with, any Ordinary Shares held by it. Each party to this Agreement acknowledges that the Lead Managers are not entitled to a remedy of specific performance for a breach of the representation and warranty set out in clause 5.1(a).
- (c) For the purposes of clause 5.1(a), "**Deal**", in respect of the "Ordinary Shares", means:
- (i) sell, assign, transfer or otherwise dispose of;
 - (ii) agree or offer to sell, assign, transfer or otherwise dispose of;
 - (iii) enter into any option which, if exercised (whether such exercise is subject to conditions or otherwise), enables or requires the Vendor to sell, assign, transfer or otherwise dispose of; or
 - (iv) decrease or agree to decrease an economic interest in,

the Ordinary Shares.

5.2 Conduct of sale

The Lead Managers undertake to the Vendor that:

- (a) (**Sale Jurisdictions only**) they will only conduct the Sale in Australia, the United States of America, and the jurisdictions specified in Schedule 2 (each a "**Sale Jurisdiction**");
- (b) (**compliance with law**) it will, and will procure that its relevant Affiliates, conduct the Sale in accordance with this Agreement, including:

- (i) for offers in Australia, in accordance with the Corporations Act; and
- (ii) for offers in the jurisdictions specified in Schedule 2, in accordance with the selling restrictions specified in Schedule 2;

and, in the case of all offers in any Sale Jurisdiction, in accordance with the procedures set out in clauses 2.2, 2.4, 2.5 and 2.6 and this clause 5.2, provided that the Lead Managers shall not be in breach of this undertaking to the extent any breach is caused by an act or omission which constitutes a breach by the Vendor of its representations, warranties and undertakings in clause 6.1 or the Lead Managers' reliance on final written legal advice provided by or on behalf of the Vendor and which is addressed to the Lead Managers;

- (c) **(filings)** if required it will make, and promptly provide the Vendor with, any Form 45-106F filing it makes in Canada in connection with the Sale;
- (d) **(conduct and methodology)** the Sale will be conducted by the Lead Managers, in consultation with the Vendor and its advisers, as follows:
 - (i) the Vendor and its advisers are to be given all reasonable access to feedback from prospective and targeted participants;
 - (ii) the Lead Managers must give regular information to the Vendor and its advisers about the progress of the Sale, including information as to the Lead Managers' current views on demand and allocation, through meetings or teleconferences, and in any event must provide such information upon reasonable request by the Vendor; and
 - (iii) allocations of the Vendor Shares to purchasers must be made by the Lead Managers in consultation with the Vendor; and
- (e) **(confirmation letter)** the Lead Managers will only sell the Vendor Shares (other than any Retention Shares sold in regular brokered transactions on the ASX in accordance with clause 2.2(c)) to persons specified in clause 2.6(a)(ii) that execute a Confirmation Letter.

Each of these undertakings are material terms of this Agreement.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

6.1 Representations, warranties and undertakings by the Vendor

With the exception of the representation and warranty in clause 6.1(i) which is made only at the time of execution of this Agreement by the Vendor, as at the date of this Agreement and on the Settlement Date, the Vendor represents and warrants to the Lead Managers that each of the following statements is true, accurate and not misleading and undertakes that:

- (a) **(body corporate)** the Vendor is a body corporate validly existing and duly established under the laws of its place of incorporation;

- (b) (**capacity**) the Vendor has full legal capacity and power to enter into this Agreement and to carry out the transactions that this Agreement contemplates;
- (c) (**authority**) the Vendor has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorize its entry into this Agreement and its carrying out of the transactions that this Agreement contemplates;
- (d) (**agreement effective**) this Agreement constitutes the Vendor's legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (e) (**ownership, encumbrances**) the Vendor is the registered holder and sole legal owner of the Vendor Shares. The Vendor will transfer the full legal and beneficial ownership of the Vendor Shares free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company;
- (f) (**Vendor Shares**) so far as the Vendor is aware, immediately following sale by the Vendor, the Vendor Shares will rank equally in all respects with all other outstanding Ordinary Shares of the Company, including their entitlement to dividends;
- (g) (**control**) the Vendor does not control the Company (for purposes of this clause 6.1(g), "control" having the meaning given in s50AA of the Corporations Act);
- (h) (**power to sell**) the Vendor has the corporate authority and power to sell the Vendor Shares under this Agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Vendor Shares, or any of them;
- (i) (**no insider trading offence**) at the time of execution of this Agreement by the Vendor, the sale of the Vendor Shares will not constitute a violation by the Vendor of Division 3 of Part 7.10 of the Corporations Act;
- (j) (**no general solicitation or general advertising**) none of the Vendor, any of its Affiliates or any person acting on behalf of any of them (other than the Lead Managers or their respective Affiliates or any person acting on behalf of any of them, as to whom the Vendor makes no representation) has offered or sold, or will offer or sell, any of the Vendor Shares in the United States or to, or for the account or benefit of, any U.S. Person using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act;
- (k) (**no directed selling efforts**) with respect to those Vendor Shares sold in reliance on Regulation S, none of the Vendor, any of its Affiliates, or any person acting on behalf of any of them (other than the Lead Managers or their respective Affiliates or any person acting on behalf of any of them, as to whom the Vendor makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act);

- (l) **(foreign private issuer and no substantial U.S. market interest)** the Vendor reasonably believes the Company is a "foreign private issuer" (as defined in Rule 405 under the U.S. Securities Act) and the Vendor reasonably believes there is no "substantial U.S. market interest" (as defined in Rule 902(j) under the U.S. Securities Act) in the Vendor Shares or any security of the same class or series as the Vendor Shares;
- (m) **(no stabilisation or manipulation)** neither the Vendor nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Vendor Shares in violation of any applicable law;
- (n) **(no integrated offers)** none of the Vendor, any of its Affiliates or any person acting on behalf of any of them (other than the Lead Managers or their respective Affiliates or any person acting on behalf of any of them, as to whom no representation or warranty is made), has solicited any offer to buy, offered to sell or sold, and none of them will solicit any offer to buy, offer to sell or sell in the United States or to, or for the account or benefit of, any U.S. Person any security which could be integrated with the sale of the Vendor Shares in a manner that would require the offer and sale of the Vendor Shares to be registered under the U.S. Securities Act;
- (o) **(no registration required)** subject to compliance by the Lead Managers with their obligations, representations, warranties and undertakings under clauses 5.2 and 6.2 of this Agreement, it is not necessary in connection with the offer and sale of the Vendor Shares to purchasers or the Lead Managers or the initial resale to purchasers by the Lead Managers to register the offer and sale of the Vendor Shares under the U.S. Securities Act, it being understood that the Vendor makes no representation or warranty about any subsequent resale of the Vendor Shares;
- (p) **(Rule 144A eligibility)** the Vendor reasonably believes that the Vendor Shares meet the eligibility requirements of Rule 144A(d)(3) under the U.S. Securities Act;
- (q) **(Rule 12g3-2(b) status)** the Vendor reasonably believes the Company is exempt from reporting under Section 13 or Section 15(d) of the Exchange Act pursuant to Rule 12g3-2(b) thereunder; and
- (r) **(breach of law)** the Vendor will perform its obligations under this Agreement so as to comply with all applicable laws, including all applicable laws in Australia (including in particular the Corporations Act and the Foreign Acquisitions and Takeovers Act 1975 (Cth) and related policy), the United States of America and the jurisdictions specified in Schedule 2.

6.2 Representations, warranties and undertakings of Lead Managers

As at the date of this Agreement and on each day until and including the later of the Settlement Date and the End Date, each of the Lead Managers, in respect of itself,

represents to the Vendor that each of the following statements is true, accurate and not misleading and undertakes that:

- (a) **(body corporate)** it is duly incorporated under the laws of its place of incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this Agreement and to carry out the transactions that this Agreement contemplates;
- (c) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this Agreement and its carrying out of the transactions that this Agreement contemplates;
- (d) **(consents)** all consents and approvals of any court, governmental authority or any other regulatory body or third party required by it to enter into and perform this Agreement have been obtained and are in full force and effect;
- (e) **(licences)** it holds all licences, permits and authorities necessary for it to fulfil its obligations under this Agreement and has complied with the terms and conditions of the same in all material respects;
- (f) **(agreement effective)** this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (g) **(status)** it is a QIB or is not a U.S. Person;
- (h) **(compliance)** the Sale will be conducted by the Lead Manager and its Affiliates in accordance with all applicable laws and regulations in any jurisdiction (including all applicable laws and regulations in Australia, United States, and the jurisdictions specified in Schedule 2), provided that the Lead Manager shall not be in breach of this warranty to the extent any breach is caused by an act or omission which constitutes a breach by the Vendor of its representations, warranties and undertakings in clause 6.1 or the Lead Manager's reliance on final written legal advice provided by or on behalf of Vendor and which is addressed to the Lead Manager;
- (i) **(foreign private issuer and not substantial U.S. market interest)** the Lead Manager reasonably believes the Company is a "foreign private issuer" (as defined in Rule 405 under the U.S. Securities Act) and the Lead Manager reasonably believes there is no "substantial U.S. market interest" (as defined in Rule 902(j) under the U.S. Securities Act) in the Vendor Shares or any security of the same class or series as the Vendor Shares;
- (j) **(no registration)** it acknowledges that the Vendor Shares have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, any U.S. Person except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;
- (k) **(no general solicitation or general advertising)** none of the Lead Manager, any of its Affiliates or any person acting on behalf of any of them has solicited offers for or offered to sell or sold, and none of them will solicit offers for, or

offer to sell or sell, the Vendor Shares in the United States or to, or for the account or benefit of any U.S. Person using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act;

- (l) **(confirmation or notice)** until 40 days after the later of the Settlement Date and the End Date, the Lead Manager and its Affiliates and any person acting on behalf of any of them, at or prior to confirmation of sales of the Vendor Shares will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Vendor Shares from it, a confirmation or notice to substantially the following effect:

"The Vendor Shares covered hereby have not been registered under the U.S. Securities Act of 1933 as amended (the "Securities Act") and may not be offered and sold within the United States or to, or for the account or benefit of, any U.S. person (i) as part of their distribution at any time or (ii) otherwise until 40 days after the Settlement Date, except in either case in accordance with Regulation S or Rule 144A under the Securities Act. Terms used above have the meaning given to them by Regulation S under the Securities Act."

- (m) **(broker-dealer requirements)** all offers and sales of the Vendor Shares in the United States by the Lead Manager and any of its Affiliates will be effected by its registered U.S. broker-dealer Affiliate and in accordance with all U.S. broker-dealer requirements;

- (n) **(U.S. selling restrictions)** each of the Lead Manager, its Affiliates and any person acting on behalf of any of them has offered and sold the Vendor Shares, and will offer and sell the Vendor Shares only:

- (i) to persons that are:

- (A) not in the United States;
- (B) not U.S. Persons; and
- (C) not acting for the account or benefit of U.S. Persons,

in each case, in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S; or

- (ii) to persons that are:

- (A) in the United States;
- (B) U.S. Persons; or
- (C) acting for the account or benefit of U.S. Persons,

each of whom is a QIB, as defined in Rule 144A under the U.S. Securities Act, in transactions exempt from the registration requirements of the U.S. Securities Act thereunder,

and in the case of clause 6.2(n)(ii), has only sold and will only sell the Vendor Shares (other than any Retention Shares sold in regular brokered transactions on the ASX in accordance with clause 2.2(c) to persons that have executed a Confirmation Letter;

- (o) **(no directed selling efforts)** with respect to those Vendor Shares sold in reliance on Regulation S, none of Lead Manager, any of its Affiliates nor any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act);
- (p) **(no stabilisation or manipulation)** each Lead Manager has not, nor has any of its Affiliates or any other person acting on its or their behalf, taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Vendor Shares in violation of any applicable law;
- (q) **(Regulation S offering restrictions)** each of the Lead Manager, its Affiliates and any person acting on behalf of any of them has complied and will comply with the offering restrictions requirements of Regulation S with regard to the Vendor Shares to be sold in reliance on Regulation S; and
- (r) **(breach of law)** the Lead Manager will perform its obligations under this Agreement so as to comply with all applicable laws, including all applicable laws in Australia (including in particular the Corporations Act and the Foreign Acquisitions and Takeovers Act 1975 (Cth) and related policy), the United States of America and the jurisdictions specified in Schedule 2; provided that the Lead Manager will not be in breach of this warranty to the extent that any breach is caused by an act or omission of the Vendor which constitutes a breach by the Vendor of its representations, warranties and undertakings in clause 6.1.

6.3 Reliance

Each party giving a representation, covenant, undertaking or warranty under this Agreement to another party acknowledges that the other party has relied on such representations, covenants, undertakings and warranties in entering into this Agreement and will continue to rely on these representations, covenants, undertakings and warranties in performing its obligations under this Agreement.

6.4 Notification

Each party agrees that it will notify the other parties promptly upon becoming aware of any of the following occurring prior to the completion of the sale of the Vendor Shares:

- (a) any material change affecting any of the representation, covenant or warranty made or given under this Agreement; and/or
- (b) any representation or warranty made or given under this Agreement becoming materially untrue or materially incorrect or being breached.

7. INDEMNITY

- 7.1** The Vendor agrees with the Lead Managers that it will keep each of the Lead Managers and each of their Related Bodies Corporate (as that term is defined in the Corporations Act), and their respective directors, officers and employees ("**Indemnified Parties**") indemnified against any losses, damages, liabilities, costs, claims, actions and demands (including any reasonable expenses arising in connection therewith) ("**Losses**") to the extent that such Losses are incurred or made as a result of a breach of this Agreement by Vendor, including any breach of any of the above representations, warranties or undertakings given by Vendor, and will reimburse the Lead Managers on behalf of any Indemnified Parties for all reasonable out of pocket costs, charges and expenses which either of them may properly pay or properly incur in connection with investigating, disputing or defending in good faith and on reasonable grounds any such action, demand or claim for which it is indemnified under this Agreement.
- 7.2** The indemnity in clause 7.1 does not extend to and is not to be taken as an indemnity against any Losses of an Indemnified Party that are indirect, special, punitive or consequential Losses or to the extent any Losses result from:
- (a) any fraud, recklessness, wilful misconduct, breach of applicable law or negligence of the Indemnified Party;
 - (b) any penalty or fine which the Indemnified Party is required to pay for any contravention of any law;
 - (c) any amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law;
 - (d) any announcements, advertisements or publicity made or distributed in relation to this Agreement or the transactions contemplated by it without the Vendor's approval, unless that announcement, advertisement or publicity was made under legal compulsion and time or legal requirement did not permit the Lead Managers to obtain the Vendor's approval;
 - (e) a breach by a Lead Manager of this Agreement save to the extent such breach results from an act or omission on the part of the Vendor or person acting on behalf of the Vendor, where that Lead Manager took reasonable steps to avoid or mitigate the occurrence of such breach; or
 - (f) the extent to which any Losses have been suffered simply as a result of a Lead Manager having acquired the Vendor Shares under clause 2.2.
- 7.3** An Indemnified Party must not settle any action, demand or claim to which the indemnity in clause 7.1 relates without the prior written consent of the Vendor, such consent not to be unreasonably withheld.
- 7.4** The indemnity in clause 7.1 is a continuing obligation, separate and independent from the other obligations of the parties under this Agreement and survives termination or completion of this Agreement. It is not necessary for the Lead Managers to incur expense or make payment before enforcing that indemnity.

7.5 The indemnity in clause 7.1 is granted to the Lead Managers both for each of them personally and on trust for each of their respective Indemnified Parties.

8. ANNOUNCEMENTS

8.1 The Vendor and the Lead Managers will consult each other in respect of the form and content of any written material public releases by any of them concerning the Sale.

8.2 The written consent of the Vendor must be obtained prior to the Lead Manager making any release or announcement or engaging in publicity in relation to the Sale and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction.

9. EVENTS OF TERMINATION

9.1 Right of termination of Lead Managers

If, at any time during the Risk Period (as defined in clause 9.6), the Vendor is in default of any of the terms and conditions of this Agreement or breaches any representation, warranty or undertaking given or made by it under this Agreement (a "**Vendor Default Event**") then a Lead Manager may, following having complied with its obligations under clause 9.5, terminate this Agreement without cost or liability to itself at any time before the expiry of the Risk Period by giving written notice to the Vendor.

9.2 Materiality

A Lead Manager is not entitled to exercise its termination rights under clause 9.1 unless the relevant breach or default by the Vendor:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
 - (i) the outcome or settlement of the Sale; or
 - (ii) the ability of the Lead Managers to market and/or promote the Sale; or
- (b) would reasonably be expected to give rise to a liability of the Lead Manager under the Corporations Act or any other applicable law.

9.3 Right of Termination of the Vendor

If, at any time during the Risk Period, a Lead Manager or any of its Affiliates is in default of any term or condition of this Agreement or breaches any representation, warranty or undertaking given or made by it under this Agreement at any time prior to the allocation of the Vendor Shares to transferee(s) (a "**Lead Manager Default Event**"), then the Vendor may at any time before the expiry of the Risk Period by giving written notice to the Lead Managers:

- (a) immediately terminating this Agreement in its entirety without cost or liability to itself; or

- (b) offer to the Lead Manager who has not committed the Lead Manager Default Event ("**Non Defaulting Lead Manager**") ("**Offer**") the right to elect to assume, by notice in writing to the Vendor within two hours of receipt of the notice and in any event before the end of the Risk Period, the rights and obligations of the Lead Manager who has committed the Lead Manager Default Event ("**Defaulting Lead Manager**") arising for performance after the time of the said notice ("**Default Exit Time**"),

AND, in the event of the giving of the Offer by the Vendor and the acceptance of the Offer by the Non Defaulting Lead Manager:

- (c) effective at the Default Exit Time, the Defaulting Lead Manager assigns to the Non Defaulting Lead Manager all its rights and obligations under this Agreement and is discharged at the Default Exit Time from all its obligations and liabilities of this Agreement, except to the extent the same accrued before the Default Exit Time, and, for avoidance of doubt, subject to sub-paragraph (d) in relation to fees; and
- (d) the Non Defaulting Lead Manager assumes, receives and takes the benefit of the rights and obligations of the Defaulting Lead Manager under this Agreement on and from the Default Exit Time, including the obligation under clause 2.2 to pay the Sale Price per Vendor Share and the entitlement to fees that would have been payable to the Defaulting Lead Manager if its rights and obligations had not been assigned and assumed in accordance with this clause 9.3,

PROVIDED THAT, in the event of a notice to terminate this Agreement under paragraph (a) or failure of the Non Defaulting Lead Manager to accept the Offer, this Agreement terminates in its entirety without cost or liability of the Vendor (in the event of an Offer being made, as if the Offer were a notice to terminate this Agreement).

9.4 Materiality

The Vendor is not entitled to exercise its termination rights under clause 9.3 unless the relevant breach or default by the Lead Manager or any of its Affiliates:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
 - (i) the outcome or settlement of the Sale; or
 - (ii) the price at which Ordinary Shares in the Company may be sold pursuant to the Sale; or
- (b) would reasonably be expected to give rise to a liability of the Vendor or any of its Affiliates under the Corporations Act or any other applicable law.

9.5 Termination by Lead Manager

- (a) Without limiting clause 9.2, if a Lead Manager (called the "Terminating Lead Manager") wishes to rely on a Vendor Default Event to terminate its

obligations under this Agreement under clause 9.1, it must promptly after the Vendor Default Event comes to its attention give written notice to:

- (i) the other Lead Manager (called the "Remaining Lead Manager"); and
- (ii) the Vendor,

of the Vendor Default Event and its wish to terminate ("**Alert Notice**"). The Remaining Lead Manager must by notice in writing to the Terminating Lead Manager and the Vendor promptly within 2 hours of receipt of the Alert Notice and before the end of the Risk Period either:

- (iii) confirm termination of its obligations under this Agreement, in which case this Agreement will terminate in its entirety under clause 9.1; or
- (iv) elect to assume the rights and obligations of the Terminating Lead Manager arising for performance after the time of the notice given by the Terminating Lead Manager under clause 9.1 of this Agreement ("Exit Time"), in which case:

- (A) effective on the Exit Time, the Terminating Lead Manager assigns to the Remaining Lead Manager all its rights and obligations under this Agreement and is discharged on the Exit Time from all its obligations and liabilities of this Agreement, except to the extent the same accrued before the Exit Time, and, for avoidance of doubt, subject to sub-paragraph (B) in relation to fees; and

- (B) the Remaining Lead Manager assumes, receives and takes the benefit of the rights and obligations of the Terminating Lead Manager under this Agreement on and from the Exit Time, including the obligation under clause 2.2 to pay the Sale Price per Vendor Share and the entitlement to fees that would have been payable to the Terminating Lead Manager if its rights and obligations had not been assigned and assumed in accordance with this clause 9.5.

- (b) If the Remaining Lead Manager fails to give a notice under clause 9.5 or clause 9.1, the Alert Notice is deemed to be a notice to terminate this Agreement under clause 9.1 and this Agreement is terminated effective on the date of the Alert Notice.

9.6 Effect of termination

Where, in accordance with this clause 9, a party gives a notice to terminate this Agreement:

- (a) this Agreement will immediately terminate in accordance with this clause 9; and
- (b) any entitlements or rights of a party accrued under this Agreement, including the right to be indemnified, up to the date of termination survive.

9.7 Risk Period

For the purposes of this clause 9, the "**Risk Period**" means the period commencing on the execution of this Agreement and ending at the earlier of:

- (a) 9.45am on the Trade Date; and
- (b) the time of the special crossing (or if more than one special crossing, the occurrence of the first special crossing) of the Vendor Shares referred to in clause 2.2(c)(i).

10. LEAD MANAGERS' RELATIONSHIP

- (a) Unless expressly stated otherwise, an obligation of a Lead Manager under this Agreement (including an obligation to pay) is several and not joint nor joint and several.
- (b) Unless expressly stated otherwise, any reference to the Lead Managers in this Agreement is a reference to the Lead Managers acting separately so that (for example) a representation, warranty or undertaking is given by each of them separately.
- (c) A right of a Lead Manager under this Agreement (including a Lead Manager's right to terminate its obligations or assume the rights and obligations of the other Lead Manager under clause 9.5 of this Agreement) is held by that Lead Manager severally and no Lead Manager may exercise its right, powers and benefits under this Agreement on behalf of another Lead Manager unless expressly provided for by this Agreement.
- (d) Where the consent or approval of a Lead Manager is required under this Agreement, that consent or approval can be obtained from any Lead Manager.
- (e) Nothing contained or implied in this Agreement constitutes a Lead Manager, the partner, agent or representative of the other Lead Manager for any purpose or creates any partnership, agency or trust between them and neither Lead Manager has authority to bind the other in any way. Neither Lead Manager (or its associated Indemnified Parties) is liable for the acts or omissions of or advice given by the other Lead Manager (or its associated Indemnified Parties)

11. MISCELLANEOUS

11.1 Entire agreement

This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.

11.2 Governing law

- (a) This Agreement is governed by the laws of New South Wales, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales (and courts of appeal therefrom), and waives any right to claim that those courts are an inconvenient forum.

11.3 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

11.4 Waiver and variation

A provision of or right vested under this Agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

11.5 No merger

The rights and obligations of the parties will not merge on the termination or expiration of this Agreement. Any provision of this Agreement remaining to be performed or observed by a party, or having effect after the termination of this Agreement for whatever reason remains in full force and effect and is binding on that party.

11.6 No assignment

No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.

11.7 Notices

Any notice, approval, consent agreement, waiver or other communication in connection with this Agreement:

- (a) must be in writing signed by a duly authorised representative of the sender;
- (b) will be conclusively taken to be duly given or made when delivered, received or left at the address specified below (or last notified by the intended recipient to the sender), and if the delivery or receipt occurs on a day that is not a Business Day in the place on which the notice is sent or later than 4:00pm (local time) at that place, it will be conclusively taken to have been duly given or made at 9.00am (local time) of the next Business Day in that place; and

- (c) if made to the Vendor or any of its related entities or nominees is to be addressed as follows (or to the address last notified by the Vendor to the Lead Manager):

Shell Energy Holdings Australia Limited
'Shell House'
562 Wellington Street
Perth WA 6000

Attention: Company Secretary

With a copy to:

Clifford Chance
Level 16, No 1 O'Connell Street
Sydney NSW 2000

Attention: Lance Sacks

- (d) if made to the Lead Managers or any of their related entities or nominees is to be addressed as follows (or to the address last notified by the relevant Lead Manager to the Vendor):

Morgan Stanley Securities Australia Limited
Level 39, Chifley Tower, 2 Chifley Square
Sydney NSW 2000

Attention: General Counsel

and

UBS AG, Australian Branch
Level 16, Chifley Tower, 2 Chifley Square
Sydney NSW 2000

Attention: General Counsel

11.8 Affiliates

In this Agreement, the term:

- (a) "**Affiliates**" means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person;
- (b) "**control**" (including the terms "**controlled by**" and "**under common control with**") means (other than where used in clause 6.1(g)) the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities by contract or agency or otherwise;
- (c) "**person**" is deemed to include a partnership.

11.9 Business Day

In this Agreement, "**Business Day**" means a day on which:

- (a) ASX is open for trading in securities; and
- (b) banks are open for general banking business in Sydney, Australia.

11.10 No Fiduciary Relationship

The Vendor acknowledges and agrees that the Lead Managers have been engaged solely as independent contractors to provide the services set out in this Agreement. In rendering such services the Lead Managers will be acting solely pursuant to a contractual relationship with the Vendor on an arm's length basis with respect to the Sale (including in connection with determining the terms of the Sale) and will not act as a fiduciary to the Vendor or any other person. Additionally, the Vendor acknowledges that the Lead Managers are not advising the Vendor or any other person as to any legal, tax, accounting or regulatory matters in any jurisdiction, the Vendor must consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and, except as provided by the terms of this Agreement, the Lead Managers will have no responsibility or liability to the Vendor with respect thereto.

11.11 Interpretation

In this Agreement and unless otherwise stated:

- (a) headings and sub-headings are for convenience, only and do not affect interpretation;
- (b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (c) a reference to "dollars" and "\$" is to Australian currency; and
- (d) all references to time are to Sydney, New South Wales, Australia time.

11.12 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

Executed as an agreement

SIGNED on behalf of)
SHELL ENERGY HOLDINGS)
AUSTRALIA LIMITED by its duly)
authorised attorney in the presence of:)



Signature of Attorney



Witness

PETER LORBEER

Print name

AMELIA JANE HORVATH

Print name

13 NOVEMBER 2017

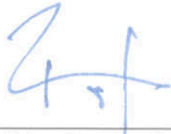
Date

13 NOVEMBER 2017

Date

Accepted and agreed to as of the date of this Agreement:

SIGNED on behalf of)
UBS AG, AUSTRALIAN BRANCH)
by its duly authorised signatories)
)



Signature of Authorised Signatory

ROBERT VAN DER ZEE

Print name

13/11/17.

Date



Signature of Authorised Signatory

ALEX DIGNAM

Print name

13/11/17

Date

SIGNED on behalf of
MORGAN STANLEY AUSTRALIA
SECURITIES LIMITED
by its duly authorised power of attorney

)
)
)
)



Signature of Attorney

MARK BURMEISTER

Print name

13/11/2017

Date

Schedule 1 – Lead Manager’s Respective Proportions

Each Lead Manager’s Respective Proportions are as follows:

Lead Manager	Respective Proportions
Morgan Stanley Securities Australia Limited	50%
UBS AG, Australian Branch	50%

Schedule 2 – Foreign Jurisdictions and Selling Restrictions

As at the date of the Agreement, no action has been taken to register or qualify the Vendor Shares or the Sale or to otherwise permit a public offering of the Vendor Shares outside Australia.

The Sale does not constitute an offer or invitation in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

The Vendor Shares may be offered in a jurisdiction outside Australia where such offer is made in accordance with the laws of that jurisdiction.

Each purchaser of Vendor Shares under the Sale ("**Purchaser**") will be deemed to have acknowledged that it is aware of these foreign selling restrictions set out in this document and to have represented and warranted that it is able to apply for and acquire the Vendor Shares in compliance with those restrictions.

All capitalised terms not otherwise defined in this document have the meanings set out in the Agreement.

(a) United Kingdom

The document is only being distributed to and is only directed at (i) persons outside the United Kingdom, (ii) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**"), or (iii) persons falling within Article 49(2)(a) to (d) of the Order, or other persons to whom the Sale may lawfully be communicated (such persons together being referred to as "relevant persons"). This document is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

(b) New Zealand

No action has been taken to permit the Sale to be made in New Zealand under any regulated offer (in terms of the Financial Markets Conduct Act 2013 (New Zealand) ("**FMCA**")) or under the mutual recognition provisions of part 9 of the Financial Markets Conduct Regulations 2014 (New Zealand). Consequently, the only persons in New Zealand to whom Vendor Shares may be offered under the Sale are persons who are wholesale investors within the meaning of clause 3(2)(a), (b), (c) or (d), or clause 3(3)(b)(iii), of Schedule 1 of the FMCA, which include a person who is an "investment business", a person who meets the "investment activity criteria", a person who is "large", or a "government agency", in each case as defined in Schedule 1 to the FMCA, as well as bona fide underwriters.

(c) Hong Kong

The Vendor Shares may not be offered or sold in Hong Kong other than to persons who are "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong and the Securities and Futures (Professional Investor) Rules made thereunder or in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance

(Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance.

Further, no person may issue any invitation, advertisement or other document relating to the Vendor Shares whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Vendor Shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance and the Securities and Futures (Professional Investor) Rules made thereunder.

No document may be distributed, published or reproduced (in whole or in part), disclosed by or to any other person in Hong Kong or to any person to whom the offer of sale of the Vendor Shares would be a breach of the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Securities and Futures Ordinance.

(d) Singapore

No prospectus relating to the Vendor Shares has been registered with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (the "SFA") and accordingly, the Vendor Shares may not be offered or sold, nor may the Vendor Shares be the subject of an invitation for subscription or purchase, nor may any document or material in connection with the offer or sale, or invitation for subscription or purchase of the Vendor Shares be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275 (2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275 (1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Vendor Shares are acquired under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the Vendor Shares pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person as defined in Section 275(2) of the SFA, or any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;

- (3) where the transfer is by operation of law;
- (4) as specified in Section 276 (7) of the SFA; or
- (5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

(e) China

The Sale does not constitute a public offer of the Vendor Shares, whether by way of sale or subscription, in the People's Republic of China (excluding, for purposes of this paragraph, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan) (the "**PRC**"). The Vendor Shares may not be offered or sold directly or indirectly to any resident of the PRC, or offered or sold to any person for reoffering or resale directly or indirectly to any resident of the PRC except pursuant to applicable laws and regulations of the PRC. No document nor the Vendor Shares have been, and will not be, submitted to, approved by, verified by or registered with any relevant governmental authorities in the PRC and thus may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Vendor Shares in the PRC.

The Vendor Shares may only be invested in by the PRC investors that have been approved by the relevant PRC government authorities to engage in the investment in the Vendor Shares of the type being offered or sold. Investors are responsible for obtaining all relevant governmental approvals, verifications, licences or registrations (if any) from all relevant PRC governmental authorities, including, but not limited to, the State Administration of Foreign Exchange, the China Securities Regulatory Commission, the China Banking Regulatory Commission, and other relevant regulatory bodies, and complying with all relevant PRC regulations, including, but not limited to, any relevant foreign exchange regulations and/or overseas investment regulations.

(f) Taiwan

The Vendor Shares have not been and will not be registered pursuant to relevant securities laws and regulations of the Republic of China (also known as Taiwan) and may not be sold, issued, placed or offered within Taiwan through a public offering or private placement or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer, sell, privately placed or give advice regarding or otherwise intermediate the offering and sale of the Vendor Shares in Taiwan.

(g) The Netherlands

The Vendor Shares will not be offered or sold, directly or indirectly, in The Netherlands in reliance on Article 3(2) of the Prospectus Directive, other than exclusively to persons or legal entities which are qualified investors (as defined in the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and which includes authorised discretionary asset managers acting for the account of retail investors under a discretionary investment management contract) in The Netherlands, provided that no such offer of Vendor Shares shall require the Vendor or the Lead Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive. For the purposes

of this provision, the expressions (i) an "offer of Vendor Shares to the public" in The Netherlands in relation to any Vendor Shares; and (ii) "Prospectus Directive", have the meaning given to them below in the section entitled "European Economic Area"

(h) Germany

The Vendor Shares have not been offered or sold and will not be offered or sold in the Federal Republic of Germany ("**Germany**") other than in compliance with the provisions of the German Securities Prospectus Act (*Wertpapierprospektgesetz*) of June 22, 2005 (as amended), or any other laws applicable in Germany governing the issue, offer and sale of securities.

The Vendor Shares have not been, will not be and may not be offered, promoted or sold, either directly or indirectly, in Germany by way of a non-exempt offer to the public within the meaning of Section 2 No. 4 of the Securities Prospectus Act (*Wertpapierprospektgesetz*) of June 22, 2005 (as amended). The Vendor Shares may only be offered to, sold to or subscribed for by qualified investors within the meaning of Section 2 No. 6 of the Securities Prospectus Act or investors who acquire the security for a total consideration of at least the equivalent of EUR 100,000 per investor for each separate offer.

(i) France

The Vendor Shares may only be offered or sold, directly or indirectly in the Republic of France, to (i) persons providing investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*) and/or (ii) qualified investors (*investisseurs qualifiés*) acting for their own account, all as defined in, and in accordance with, articles L. 411-1, L. 411-2, D. 411-1, D. 744-1, D. 754-1 and D. 764-1 of the French Code monétaire et financier (*Monetary and Financial Code*); neither any document, nor any information contained therein or any offering material relating to the Vendor Shares, may be distributed or caused to be distributed to the public in France.

No document has been submitted to the clearance procedure of the French *Autorité des marchés financiers*. In the event that the Vendor Shares, thus purchased or subscribed to by such investors listed above, are offered or resold, directly or indirectly, to the public in France, the conditions relating to public offerings set forth in Articles L. 411-1, L.411-2, L.412-1 and L. 621-8 to L.621-8-3 of the Monetary and Financial Code and applicable regulations thereunder shall be complied with.

(j) Japan

The Vendor Shares have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**") and, accordingly, each Purchaser undertakes that it will not offer or sell any Vendor Shares directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, "**resident of Japan**" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

(k) Ireland

The Sale does not constitute an offer of transferable securities to the public in Ireland and no prospectus for the purposes of Article 3 of Directive 2003/71/EC (as amended) has been approved or examined by, or will be filed with, the Central Bank of Ireland or any other competent authority for the purposes of that Directive, in connection with the Sale. The Vendor Shares may be offered to the public in Ireland at any time under the following exemptions under the Prospectus (Directive 2003/71 EC) Regulations 2005, as amended from time to time:

- (i) an offer of securities addressed solely to qualified investors (as defined in the Irish Prospectus Regulations);
- (ii) an offer of securities addressed solely to fewer than 150 natural or legal persons (other than qualified investors, as defined in the Irish Prospectus Regulations), subject to obtaining the prior written consent of the Vendor for any such offer; and
- (iii) in any other circumstances falling within Regulation 9(1) of the Irish Prospectus Regulations,

provided that no such offer of Vendor Shares shall result in a requirement for the publication of a prospectus pursuant to Regulation 12 of the Irish Prospectus Regulations.

(l) Norway

The Sale has not been approved by, or registered with, any Norwegian securities regulators pursuant to the Norwegian Securities Trading Act of 29 June 2007. Accordingly, neither this document nor any other offering material relating to the Vendor Shares constitutes, or shall be deemed to constitute, an offer to the public in Norway within the meaning of the Norwegian Securities Trading Act of 2007. The Vendor Shares may not be offered or sold, directly or indirectly, in Norway except:

- (a) in respect of an offer of Vendor Shares addressed to investors subject to a minimum purchase of Vendor Shares for a total consideration of not less than €100,000 per investor, or in respect of Vendor Shares whose denomination per unit amounts to at least €100,000;
- (b) to "professional investors" as defined in section 7-1 of the Norwegian Securities Regulation of 29 June 2007 no. 876;
- (c) to fewer than 150 natural or legal persons in the Norwegian securities market (other than "professional investors" as defined in section 7-1 of the Norwegian Securities Regulation of 29 June 2007 no. 876);
- (d) in any other circumstances provided that no such offer of Vendor Shares shall result in a requirement for the registration, or the publication by the Vendor or the Lead Manager of a prospectus pursuant to the Norwegian Securities Trading Act of 29 June 2007.

(m) Switzerland

No Switzerland specific selling restrictions required for the proposed offer.

(n) United Arab Emirates

This document is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person, in part or in whole, other than the original recipient, and may not be reproduced or used for any other purpose. No other person is permitted to review this document or any part of this document or rely thereon.

In the United Arab Emirates (the "**UAE**") (outside of the financial free zones established pursuant to UAE Federal Law No. 8 of 2004), the Vendor Shares are not subject to regulation under the laws or regulations of the UAE relating to the issue, offering and sale of Vendor Shares.

By receiving this document the person or entity to whom it has been issued understands, acknowledges and agrees that this document has not been approved by or filed with the UAE Central Bank, the Emirates Securities and Commodities Authority ("**SCA**") or any other authorities in the UAE, nor has the placement agent, if any, received authorisation or licensing from the UAE Central Bank, SCA or any other authorities in the UAE to market or sell securities or other investments within the UAE, and this document is not an offer to buy or sell or solicitation of an offer to buy or sell any securities or to participate in any particular trading strategy in any jurisdiction.

This document does not constitute or contain an offer of shares to the public in the UAE and has not been approved pursuant to SCA's Board Resolution No. 11 of 2016 on the Regulation of the Offering and Issuance of Stocks of Public Joint Stock Companies (as amended). The Vendor Shares will not be admitted to trading on a securities exchange in the UAE.

No marketing of any financial products or services has been or will be made from within the UAE other than in compliance with the laws of the UAE, no subscription to any securities or investments may or will be consummated within the UAE and no further action will be taken regarding any purchase of the Vendor Shares with any person referred to in this document within the UAE.

It should not be assumed that the placement agent, if any, is a licensed broker, dealer or investment advisor under the laws applicable in the UAE, or that it advises individuals resident in the UAE as to the appropriateness or investing in or purchasing or selling securities or other financial products. The Vendor Shares may not be offered or sold directly or indirectly, or promoted or advertised, to the public in the UAE. Any person considering acquiring the Vendor Shares should consult with an appropriate professional for specific advice rendered based on their personal situation.

(o) European Economic Area

In each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), no action has been undertaken or will be undertaken to make an offer of Vendor Shares to the public requiring the publication of a prospectus in any Relevant Member State. As a result, the Vendor Shares may only be offered in Relevant Member States:

- (i) to any legal entity which is a qualified investor as defined in the Prospective Directive;

- (ii) by the Lead Manager to fewer than 150 natural or legal persons (other than "qualified investors" as defined in the Prospectus Directive), subject to obtaining the prior consent of the Vendor for any such offer; or
- (iii) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Vendor Shares shall result in a requirement for the publication by the Vendor or the Lead Manager of a prospectus pursuant to Article 3 of the Prospectus Directive or supplement to a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression "an offer of Vendor Shares to the public" in relation to any Vendor Shares in any Relevant Member State means any communication in any form and by any means, presenting sufficient information on the terms of the Sale and any Vendor Shares to be offered so as to enable an investor to decide to purchase or subscribe for the Vendor Shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State.

This selling restriction supplements the other selling restrictions applicable in the Member States which have implemented the Prospectus Directive.

Definitions:

"Prospectus Directive": means the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented or having direct effect in the Relevant Member State).

"2010 PD Amending Directive": means the Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010 amending Directives 2003/71/EC on the prospectus to be published when securities are offered to the public or admitted to trading and 2004/109/EC on the harmonisation of transparency requirements in relation to information about issuers whose securities are admitted to trading on a regulated market.

"Member State": means a member state of the European Economic Area (or a member state of the European Union as regards the EU Savings Directive).

(p) Canada

The Vendor Shares are only offered in the Provinces of British Columbia, Ontario and Quebec (the "**Provinces**") and only to persons that are "accredited investors" within the meaning of National Instrument 45-106 - Prospectus and Registration Exemptions or "permitted clients" within the meaning of National Instrument 31-103 – Registration Requirements, Exemptions and Ongoing Registration Exemptions, as the case may be.

No securities commission or similar authority in the Provinces has reviewed or in any way passed upon any document relating to the Sale, the merits of an investment in the Vendor Shares or the offering of the Vendor Shares and any representation to the contrary is an offence.

Prospective' purchasers of the Vendor Shares should consult their own tax adviser with respect to the tax consequences of the acquisition, holding, or disposition of the Vendor Shares.

Purchasers should also consult their own advisors with respect to the resale of Vendor Shares under applicable law.

(q) Belgium

Belgium has implemented the Prospectus Directive and section (o) headed "European Economic Area" is applicable.

(r) Italy

The offering of the Vendor Shares has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, each Lead Manager has represented and agreed that, save as set out below, it has not offered or sold, and will not offer or sell, any Vendor Shares in the Republic of Italy in an offer to the public and that sales of the Vendor Shares in the Republic of Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.

Accordingly, each of the Lead Managers has represented and agreed that it will not offer, sell or deliver any Vendor Shares or distribute copies of this document and any other document relating to the Vendor Shares in the Republic of Italy except:

- (1) to "qualified investors", as referred to in Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Decree No. 58**") and defined in Article 34-ter, paragraph 1, let. b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("**Regulation No. 11971**") or
- (2) in any other circumstances where an express exemption from compliance with the offer restrictions applies, as provided under Decree No. 58 or Regulation No. 11971.

Any such offer, sale or delivery of the Vendor Shares or distribution of copies of this document or any other document relating to the Vendor Shares in the Republic of Italy must be:

- (a) made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of 1 September 1993 as amended, Decree No. 58, CONSOB Regulation No. 16190 of 29 October 2007, as amended and any other applicable laws and regulations; and
- (b) in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy.

Provisions relating to the secondary market in the Republic of Italy

Investors should also note that, in any subsequent distribution of the Vendor Shares in the Republic of Italy, Article 100-bis of Decree No. 58 may require compliance with the law relating to public offers of securities. Furthermore, where the Vendor Shares are placed solely with "qualified investors" and are then systematically resold on the secondary market at any

time in the 12 months following such placing, purchasers of Vendor Shares who are acting outside of the course of their business or profession may in certain circumstances be entitled to declare such purchase void and, in addition, to claim damages from any authorised person at whose premises the Vendor Shares were purchased, unless an exemption provided for under Decree No. 58 applies.

(s) Sweden

This Sale is not an offer to sell or a solicitation to any person in Sweden to buy the Vendor Shares and may not in any way be forwarded to any other person or to the public in Sweden. This Sale or any documentation relating to this Sale has not been and will not be registered with or approved by the Swedish Financial Supervisory Authority (*Finansinspektionen*), pursuant to the Swedish Financial Instruments Trading Act (1991 :980, as amended) (the "**Swedish Financial Instruments Trading Act**"). Accordingly, this Sale may not be made available, nor may the Vendor Shares otherwise be marketed and offered for sale in Sweden, other than to qualified investors (as defined in the Swedish Financial Instruments Trading Act) or under any other circumstances which do not require the publication by either the issuer or the seller of a prospectus pursuant to the Swedish Financial Instruments Trading Act.

COMMERCIAL IN CONFIDENCE

13 November 2017

Shell Energy Holdings Australia Limited
'Shell House'
562 Wellington Street
Perth WA 6000

Dear Sirs

Sale of Additional Shares in Woodside Petroleum Ltd

1. BACKGROUND

- (a) We refer to the agreement dated 13 November 2017 entered into between Shell Energy Holdings Australia Limited ABN (69 054 260 776) (the "**Vendor**") and Morgan Stanley Australia Securities Limited (ABN 55 078 652 276) and UBS AG, Australian Branch (ABN 47 088 129 613) (the "**Lead Managers**") to sell and otherwise manage the disposal of 71,607,817 existing fully paid ordinary shares ("**Ordinary Shares**") in Woodside Petroleum Ltd (ABN 55 004 898 962) (the "**Company**") held by the Vendor (the "**Vendor Shares**") and to provide underwriting in respect thereof (the "**Sale**") (the "**Agreement**").
- (b) Capitalised terms used in this letter ("**Letter**") and not otherwise defined herein have the meanings given to them in the Agreement.
- (c) In addition to the Vendor Shares, the Lead Managers agree to sell and otherwise manage the disposal and provide underwriting in respect of an additional 40,240,035 Ordinary Shares ("**Additional Shares**") as part of the Sale.
- (d) The parties have agreed to amend the Agreement to include the Additional Shares as part of the Sale, on the terms of this Letter.

2. AMENDMENT AND RESTATEMENT

- (a) On and from the date of this Letter, the Agreement is amended as follows:
 - (i) the number "71,607,817" in clause 1 (*Introduction*) of the Agreement is deleted and replaced with the number "111,847,852;

- (ii) the words "*and a statement by the Vendor to the effect that, subject to certain exceptions, it will not dispose of any residual Ordinary Shares in the Company owned by it after completion of the Sale for a period of 90 days*" in clause 2.1 (*Announcement*) are deleted; and
 - (iii) clause 5.1 (*Moratorium*) of the Agreement is deleted in its entirety.
- (b) Save as set out in this Letter, all provisions of the Agreement remain in full force and effect.
 - (c) If required by the Vendor, the Vendor and the Lead Managers must promptly (and in any event prior to midday on 14 November 2017) re-execute and deliver to one another the Agreement (inclusive of the amendment referred to in paragraph 2(a) of this Letter) ("**Amended Agreement**"). For the avoidance of doubt, the amendment to the Agreement described in paragraph 2(a) will take effect on and from execution and delivery of this Letter, notwithstanding that the Amended Agreement is executed after execution and delivery of this Letter.
 - (d) On and from the date of this Letter any reference to the Agreement which is contained in any other document between the parties will be deemed to be a reference to the Amended Agreement.

3. FEES

The consideration payable to the Lead Managers in respect of the inclusion of the Additional Shares as part of the Sale and the performance of the Lead Managers' obligations under the Agreement in relation to the Additional Shares will be such fees as the parties agree in writing. For the avoidance of doubt, such fees will be separate and in addition to any subsisting arrangement relating to the performance of the Lead Managers' obligations under the Agreement in connection with the Vendor Shares.

4. GENERAL

The parties agree that clause 11 (*Miscellaneous*) of the Agreement will apply to this Letter as if set out in full herein with any references to "Agreement" being changed to a reference to "Letter".

Executed as an agreement by

SIGNED on behalf of
UBS AG, AUSTRALIA BRANCH
by its duly authorised signatories

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Signature of Authorised Signatory



Signature of Authorised Signatory

JOHN SPENDER

Print name

ALEX DIGNAM

Print name

14/11/17

Date

14/11/17

Date

SIGNED on behalf of
**MORGAN STANLEY AUSTRALIA
SECURITIES LIMITED**
by its duly authorised attorney

)
)
)
)



Signature of Attorney

Mark Burmeister

Print name

14 November 2017

Date

Accepted and agreed to by:

SIGNED on behalf of)
SHELL ENERGY HOLDINGS)
AUSTRALIA LIMITED by its duly)
authorised attorney in the presence of:)




Signature of Attorney

PETER LORBEER

Print name

14 November 2017

Date



Witness

STUART DETTMAN

Print name

14 November 2017

Date