

# Form 604

Corporations Law  
Section 671B

## Notice of change of interests of substantial holder

To: Company Name/Scheme HFA Holdings Ltd

ACN/ARSN 101 585 737

### 1. Details of substantial holder

Name UBS AG and its related bodies corporate

ACN/ARSN (if applicable): \_\_\_\_\_

There was a change in the interests of the substantial holder on **22 February 2011**

The previous notice was given to the company on **15 October 2010**

### 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	42,818,119	9.12%	47,504,816	10.12%

### 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
Please see Annexure A.					

### 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 holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
UBS AG, Australia Branch	UBS Nominees Pty Ltd	UBS AG, Australia Branch	Prime Broker with power to control the exercise of the power to dispose of shares pursuant to a Prime Broking Agreement (see attached)	8,941,149 Ordinary	8,941,149

UBS AG, London Branch	Citicorp Nominees Pty Ltd	UBS AG, London Branch	Prime Broker with power to control the exercise of the power to dispose of shares pursuant to a Prime Broking Agreement (see attached)	36,035,773 Ordinary	36,035,773
UBS AG (Switzerland)	Various custodians	UBS AG (Switzerland)	Power to control disposal over shares pursuant to stock borrowing and lending activities	2,418,560 Ordinary	2,418,560
UBS Securities Australia	Brispot Nominees Pty Ltd	UBS Securities Australia	Beneficial owner	109,334 Ordinary	109,334

## 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
N/A	N/A

## 6. Addresses

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

Name	Address
Details of all UBS offices can be found through the following link: <a href="http://apps.ubs.com/locationfinder">http://apps.ubs.com/locationfinder</a>	

## SIGNATURE

Print Name: Boris Lo Capacity: Authorised signatory

Sign Here:  Date: 24 February 2011

Print Name: So Young Kim Capacity: Authorised signatory

Sign Here:  Date: 24 February 2011

Contact details for this notice:

-----  
Tiffany Leung  
Legal & Compliance  
(T) +852 2971 8042  
(F) +852 2971 7895  
-----

Date of change	Person whose relevant interest changed	Nature of Change	Consideration given in relation to change	Number of securities	Class
14-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	810,270	Ordinary
14-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-153,897	Ordinary
15-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	-646,268	Ordinary
15-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	804,294	Ordinary
15-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-810,270	Ordinary
18-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	803,474	Ordinary
18-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-803,474	Ordinary
18-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-804,294	Ordinary
19-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	-803,474	Ordinary
19-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	836,127	Ordinary
19-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	53	Ordinary
19-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	308	Ordinary
20-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-803,474	Ordinary
20-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	210,249	Ordinary
20-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	19,454	Ordinary
20-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	623,973	Ordinary
20-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-836,127	Ordinary
20-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-53	Ordinary
20-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-308	Ordinary
21-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	-250,721	Ordinary
21-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	831,164	Ordinary
21-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-210,249	Ordinary
21-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-19,454	Ordinary
21-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-373,252	Ordinary
22-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	469,837	Ordinary
22-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	348,157	Ordinary
22-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	469,837	Ordinary
22-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-469,837	Ordinary
22-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-831,164	Ordinary
25-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-348,157	Ordinary
25-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-469,837	Ordinary
26-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	808,816	Ordinary
27-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	814,918	Ordinary
27-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-808,816	Ordinary
28-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	8,568	Ordinary
28-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	66,467	Ordinary
28-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	735,392	Ordinary
28-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-814,918	Ordinary
29-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	79,976	Ordinary
29-Oct-10	UBS AG (Switzerland)	Collateral received	N/A	708,566	Ordinary
29-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-66,467	Ordinary
29-Oct-10	UBS AG (Switzerland)	Collateral returned	N/A	-735,392	Ordinary
01-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	189,190	Ordinary
01-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	443,578	Ordinary
01-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-79,976	Ordinary
02-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-708,566	Ordinary
02-Nov-10	UBS AG (Switzerland)	Sell	1,121	-6,800	Ordinary
02-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	768,861	Ordinary
02-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	1	Ordinary
02-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-189,190	Ordinary
02-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	443,578	Ordinary
03-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	753,660	Ordinary
03-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-768,861	Ordinary
03-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-1	Ordinary
04-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	723,236	Ordinary
05-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-753,660	Ordinary
05-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	406,582	Ordinary
05-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-723,236	Ordinary
08-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	317,135	Ordinary

08-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	425,209	Ordinary
08-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-317,134	Ordinary
08-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-406,582	Ordinary
09-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-317,135	Ordinary
09-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-425,209	Ordinary
10-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-317,134	Ordinary
10-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	747,816	Ordinary
10-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	203,633	Ordinary
11-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-212,009	Ordinary
11-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	733,894	Ordinary
11-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-535,807	Ordinary
12-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-203,633	Ordinary
12-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	728,440	Ordinary
15-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-733,894	Ordinary
15-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	743,356	Ordinary
15-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-728,440	Ordinary
16-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-312,577	Ordinary
16-Nov-10	UBS AG (Switzerland)	Sell	572	-3,400	Ordinary
16-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	6,608	Ordinary
16-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	749,276	Ordinary
16-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-430,779	Ordinary
16-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-6,609	Ordinary
17-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	751,018	Ordinary
17-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-6,608	Ordinary
17-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-742,667	Ordinary
18-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-751,018	Ordinary
19-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	767,574	Ordinary
19-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	4	Ordinary
19-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-767,574	Ordinary
22-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	535,609	Ordinary
23-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	13,514	Ordinary
23-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	6	Ordinary
23-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	876,608	Ordinary
23-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-535,609	Ordinary
23-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-13,514	Ordinary
24-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-132,911	Ordinary
24-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-743,693	Ordinary
24-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-4	Ordinary
25-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	892,831	Ordinary
26-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	2,138	Ordinary
26-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	666,736	Ordinary
26-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-892,831	Ordinary
26-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-2,138	Ordinary
29-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	57,956	Ordinary
29-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	849,733	Ordinary
29-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	57,957	Ordinary
29-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-57,956	Ordinary
30-Nov-10	UBS AG (Switzerland)	Collateral received	N/A	916,778	Ordinary
30-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-849,733	Ordinary
30-Nov-10	UBS AG (Switzerland)	Collateral returned	N/A	-57,957	Ordinary
01-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	352,747	Ordinary
01-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	361,880	Ordinary
01-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	368,245	Ordinary
01-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-352,747	Ordinary
01-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-352,749	Ordinary
02-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	942,006	Ordinary
02-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-361,880	Ordinary
02-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-564,029	Ordinary
02-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-6,331	Ordinary
03-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	942,006	Ordinary
08-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	267,193	Ordinary

08-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	792,095	Ordinary
08-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-5	Ordinary
09-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	1,082,948	Ordinary
09-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-267,193	Ordinary
09-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	-792,095	Ordinary
10-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	457,182	Ordinary
10-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-410,268	Ordinary
10-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	-672,680	Ordinary
10-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-457,182	Ordinary
13-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	239,497	Ordinary
13-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	5	Ordinary
13-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	903,188	Ordinary
14-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	582,840	Ordinary
14-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	672,612	Ordinary
14-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-239,497	Ordinary
14-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-5	Ordinary
14-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-903,188	Ordinary
15-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	1,287	Ordinary
15-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-582,840	Ordinary
15-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-672,612	Ordinary
16-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	1,429,696	Ordinary
16-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-1,287	Ordinary
16-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-109,772	Ordinary
17-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	1,446,340	Ordinary
20-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-1,319,924	Ordinary
20-Dec-10	UBS Securities Australia Ltd	Sell	134,640	-457,337	Ordinary
20-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	1,433,752	Ordinary
20-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-981,635	Ordinary
20-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-464,705	Ordinary
21-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	1,747,636	Ordinary
21-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-1,433,752	Ordinary
22-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	1,778,280	Ordinary
22-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-1,747,636	Ordinary
22-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-1,778,280	Ordinary
28-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	9	Ordinary
28-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	120	Ordinary
28-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-9	Ordinary
29-Dec-10	UBS AG (Switzerland)	Collateral returned	N/A	-120	Ordinary
31-Dec-10	UBS AG (Switzerland)	Collateral received	N/A	897,172	Ordinary
03-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	1,890,540	Ordinary
03-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-897,172	Ordinary
04-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	1,753,476	Ordinary
04-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,753,476	Ordinary
05-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	186	Ordinary
05-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	1,234,597	Ordinary
05-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-137,064	Ordinary
05-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	1,893,268	Ordinary
06-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-186	Ordinary
06-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,234,597	Ordinary
07-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	948,738	Ordinary
07-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,893,268	Ordinary
10-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	3,044,034	Ordinary
10-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	589,080	Ordinary
10-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-948,738	Ordinary
11-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-117,381	Ordinary
11-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-99,611	Ordinary
12-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	991,212	Ordinary
12-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	1,765,768	Ordinary
12-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,304,034	Ordinary
12-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-489,469	Ordinary
12-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-117,381	Ordinary
12-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,765,768	Ordinary
13-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	1,629,551	Ordinary
13-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-991,212	Ordinary
13-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,629,551	Ordinary

14-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	1,026,534	Ordinary
14-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,980,976	Ordinary
17-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	246,327	Ordinary
17-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	2,009,301	Ordinary
17-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,980,976	Ordinary
18-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,009,297	Ordinary
18-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-246,327	Ordinary
20-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	2,053,086	Ordinary
20-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	2,056,224	Ordinary
21-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,053,086	Ordinary
21-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,428,209	Ordinary
24-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	1,638,222	Ordinary
24-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,076,910	Ordinary
24-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,638,222	Ordinary
24-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-628,015	Ordinary
27-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,076,910	Ordinary
28-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	2,113,216	Ordinary
28-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	2,132,612	Ordinary
31-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,113,216	Ordinary
31-Jan-11	UBS AG (Switzerland)	Collateral received	N/A	1,983,551	Ordinary
31-Jan-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,132,612	Ordinary
02-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,983,551	Ordinary
03-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	1,532,941	Ordinary
03-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,532,941	Ordinary
04-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	1,574,762	Ordinary
07-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	1,187	Ordinary
07-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	2,235,507	Ordinary
07-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,209,220	Ordinary
08-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	188	Ordinary
08-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,187	Ordinary
08-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,235,507	Ordinary
09-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-188	Ordinary
10-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	2,266,782	Ordinary
11-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	2,287,352	Ordinary
11-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,266,782	Ordinary
14-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	1,489,223	Ordinary
14-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,287,352	Ordinary
15-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	2,276,276	Ordinary
15-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,486,803	Ordinary
16-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	2,284,088	Ordinary
16-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,420	Ordinary
17-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	516,711	Ordinary
17-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	516,758	Ordinary
17-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,284,088	Ordinary
18-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	162,130	Ordinary
18-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	870,861	Ordinary
21-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	1,071,415	Ordinary
21-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	2,402,812	Ordinary
21-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-1,071,415	Ordinary
21-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-516,711	Ordinary
21-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-516,758	Ordinary
21-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-162,130	Ordinary
21-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-870,861	Ordinary
22-Feb-11	UBS AG (Switzerland)	Collateral received	N/A	2,418,560	Ordinary
22-Feb-11	UBS AG (Switzerland)	Collateral returned	N/A	-2,402,812	Ordinary

# PRIME BROKERAGE AGREEMENT

## Details

**Interpretation** – definitions are at the end of the General terms

<b>Parties</b>	<b>UBS and Customer</b>	
<b>UBS</b>	Name	<b>UBS AG, Australia Branch</b>
	ABN	47 088 129 613
	AFSL	231 087
	Address	Level 16 Chifley Tower, 2 Chifley Square, Sydney, NSW, 2000
	Telephone	+61 2 9324 2000
	Fax	+61 2 9324 2558
	Attention	General Counsel
<b>Customer</b>	Name	
	ABN	
	AFSL	
	Address	
	Telephone	
	Fax	
	Attention	
	Scheme	
	ARSN	
<b>Recitals</b>	<b>A</b>	The Customer wishes to appoint UBS to provide a prime brokerage service to the Customer in its capacity as trustee and manager of the Scheme.
	<b>B</b>	UBS wishes to accept that appointment.
<b>Governing law</b>	New South Wales	
<b>Date of agreement</b>	See Signing page	

## **10.2 Custodial Assets**

UBS may request the Custodian at any time to pay or deliver to UBS any of the Custodial Assets, provided that UBS may only request the Custodian to deliver to UBS Custodial Assets which are ASX listed securities if such delivery would not cause UBS to have a 'relevant interest' for the purposes of the Corporations Act 2001 (C'th) of greater than 18% in any ASX listed entity. Subject to clauses 10.3, 10.4, 10.5 and 10.6 the Customer agrees that any Custodial Assets which UBS requests the Custodian to pay or deliver to UBS, or any Collateral, may be used by UBS for UBS's own account (including to borrow, lend, charge, re-hypothecate, dispose of or otherwise use for its own purposes) and in respect of UBS's obligations (or those of other customers of UBS) and, as a consequence, those Assets are not held by UBS for the Customer or the Custodian. UBS will have a contractual obligation to return equivalent Custodial Assets to the Custodian in accordance with clause 10.6. The Customer and the Custodian will in relation to the obligation to return equivalent Custodial Assets rank as one of UBS's general creditors in the event of UBS becoming Insolvent. Subject to clause 4.2 of the ASLA, UBS may retain all fees, profits and other benefits received in connection with such activities.

## **10.3 Express Authorisation for Collateral**

Without limiting UBS's right to request transfer of any of the Custodial Assets under clause 10.2, the Customer expressly authorises UBS in its discretion to:

- (a) identify any Collateral as being held as margin or security against a particular obligation of the Customer under this agreement or against an UBS Transaction;
- (b) subject to clauses 10.2 and 10.5, transfer any Custodial Assets to UBS expressly as Collateral for any obligations of the Customer under this agreement or an UBS Transaction; and
- (c) transfer the proceeds of a cash advance made to the Customer to any Related Entity to satisfy any margin or security requirement of a Related Entity in relation to a Transaction (provided that the Customer and UBS have previously agreed in writing that the Transaction is a Transaction to which this clause 10.3 applies).

## **10.4 No Derogation from Liability to provide Collateral**

The authorisation of UBS set out in clause 10.3 does not derogate from the Customer's obligation to meet a demand for Outstanding Margin Requirement under clause 5.3 or any margin or security requirement owed to a Related Entity. Unless UBS agrees otherwise in a particular case, UBS is only deemed to have agreed to transfer Custodial Assets to meet an Outstanding Margin Requirement or transferring the proceeds of a cash advance to the Customer to meet a margin or security requirement of a Related Entity upon it actually transferring those Custodial Assets or proceeds (as applicable) and is not liable for failure to do so.

## **10.5 Provision of Collateral**

Subject to UBS's rights under clause 10.2, Collateral which is required by UBS pursuant to clause 5, if provided to the Custodian, will be held by the Custodian as bare trustee for the Customer subject to the Security. Any other Collateral provided to UBS in accordance with clause 5 will be provided to UBS in accordance with the terms and conditions of the ASLA and with the Rules. Securities delivered by the Custodian to UBS under clause 10.2 will be deemed to be provided by the Customer to UBS in accordance with the terms and conditions of the ASLA and with the Rules. UBS will become the legal and beneficial owner of those securities upon taking delivery of them from the Custodian.

## **10.6 Custodial Assets to be borrowed by UBS**

Any Custodial Assets which UBS has the Custodian pay or deliver to it, will be borrowed by UBS from the Customer in accordance with the terms and conditions of the ASLA and with the Rules. If any of the terms of the ASLA are inconsistent with any of the terms of this agreement, this agreement prevails to the extent of the inconsistency.

## **10.7 Withholding Taxes on Income**

If a law requires UBS to deduct an amount in respect of Taxes in relation to any income or other payments to the Customer under this agreement, the Customer authorises UBS to make such deductions without any further express instructions. UBS will pay to the Customer the amount of income or other payments net of Taxes.

---

# **11 Representations, Warranties and Acknowledgment**

## **11.1 Customer's representations and warranties**

The Customer represents and warrants to UBS that:

- (a) it has the power to enter into and perform its obligations under this agreement, and has duly executed this agreement so as to constitute valid and binding obligations of the Customer;
- (b) it has duly executed this agreement in its capacity as trustee and manager of the Scheme and for the benefit of the beneficiaries of the Scheme;
- (c) it holds such licences and authorities as are necessary to lawfully perform its obligations under this agreement;
- (d) in giving any instructions under this agreement, the Customer will act as principal;
- (e) in giving any instructions under this agreement, the Customer will act in accordance with the provisions of its constitution, the constitution of the Scheme or other constituent documents, any applicable laws and regulations and comply with any investment restrictions in any prospectus, information memorandum, investment management

**UBS AG**

\_\_\_\_\_  
**AND**  
\_\_\_\_\_

*[INSERT COUNTERPARTY NAME]*

---

---

**MASTER PRIME BROKERAGE  
AGREEMENT**

---

---



- (b) if UBS considers it desirable (i) in order to facilitate Transactions or (ii) that UBS has collateral (or additional collateral) in relation to your obligations to UBS under this Agreement and the Customer Agreements, credit the Assets to the Transferred Assets Account.

6.3 UBS will credit all Cash to the Banking Account, and hold the Cash as banker and not as trustee, and so will not hold the Cash in accordance with the FSA's client money rules.

6.4 Assets are delivered to UBS at your risk. In the case of registrable Assets, you must deliver, together with the Assets, transfers duly executed in blank in the manner and form UBS requires.

6.5 UBS may in its absolute discretion decline to accept (in whole or in part) any securities, cash or other property tendered to it for credit to the Custody Account, Transferred Assets Account or Banking Account. UBS is not obliged to give any reason for its refusal.

6.6 If, on the relevant settlement or income payment date, UBS credits the Custody Account, Transferred Assets Account or Banking Account with Assets, Income or the proceeds of a sale, purchase or exchange of any Assets, or debits the Custody Account, Transferred Assets Account or Banking Account with the Assets or cost of any Assets, UBS may reverse any credit or debit if the relevant transaction fails to settle, or the Income is not received, on a timely basis.

6.7 Subject to the terms of this Agreement, UBS is authorised and agrees to act on all Instructions. UBS acts upon Instructions at your sole risk. UBS may for any reason refuse to act on any Instructions, including to deliver any Assets from the Custody Account or Transferred Assets Account or make any payments of Cash from the Banking Account.

## 7. TRANSFERRED ASSETS ACCOUNT

7.1 If UBS credits Assets to the Transferred Assets Account, all right, title and interest in those Assets passes to UBS free of all liens, charges, encumbrances and all third-party interests and rights, and UBS is obliged to deliver to you Equivalent Assets in accordance with, and subject to, the terms of this Agreement. UBS may retain for its own account all fees, profits and other benefits received in connection with any Assets credited to the Transferred Assets Account. Equivalent Assets will be delivered to you, pursuant to clause 10.1 or, at UBS's discretion, earlier, by crediting them to the Custody Account, and this Agreement applies to those assets as if they were

Assets credited to the Custody Account pursuant to clause 6.2, and UBS will debit the Transferred Assets Account accordingly.

7.2 Following any record date for payment or distribution of Income on any Assets credited to the Transferred Assets Account, UBS will credit an amount equal to or securities equivalent to the Income, after deduction of any taxes and duties payable, to either the Banking Account or Custody Account, as appropriate, as soon as reasonably practical after UBS receives the Income.

## 8. CUSTODY ACCOUNT

8.1 Subject to the terms of this Agreement, in relation to Assets credited by UBS to the Custody Account, UBS will:

- (a) on your behalf, hold or procure to be held to UBS's order those Assets; and
- (b) as soon as practicable after receipt of any necessary documents, procure registration of any registrable Assets in a manner permitted by the FSA Rules, which may include registration in the name of (i) due to the law or market practice of particular jurisdictions, UBS or a sub-custodian, (ii) UBS's or a sub-custodian's nominee, or (iii) any other person as you notify to UBS in writing.

At your request, UBS will notify you of those jurisdictions where registrable Assets credited to the Custody Account are currently registered in the name of UBS or a sub-custodian, and, in relation to the latter, of the name of the sub-custodian.

8.2 Subject to this Agreement, Assets credited to the Custody Account are held by UBS at your risk. Where Assets credited to the Custody Account are registered in the name of UBS, those Assets might not be segregated from UBS's own assets and, if UBS defaults, may not be as well protected from claims made on behalf of the general creditors of UBS. The consequences of you instructing UBS regarding the registration of Assets credited to the Custody Account are at your risk. You may instruct UBS in writing to hold documents of title for Assets credited to the Custody Account other than in UBS's physical possession or with an eligible custodian and you acknowledge that the consequences of doing so or of instructing UBS pursuant to clause 8.1(b)(iii) are at your risk.

8.3 In respect of Assets credited to the Custody Account which are held by a sub-custodian, UBS will, wherever possible, require that sub-custodian to record

them in its books to an account the title of which makes it clear that those Assets belong to a client of UBS.

8.4 Unless UBS has received contrary Instructions in sufficient time for UBS to act on them, UBS will, subject to this Agreement, in relation to Assets credited to the Custody Account and on your behalf:

- (a) collect, as they become payable, all interest, cash dividends and securities dividends and all other cash and securities income and cash and securities payments, with respect to such Assets, and credit the Banking Account or Custody Account on receipt, as appropriate, and, for this purpose, execute in your name any declarations of ownership or other documentation as may be required;
- (b) present for payment all such Assets which are called, redeemed or otherwise become payable and all coupons and other income items which call for payment upon presentation, in any case provided that UBS is actually aware of the opportunities, and credit the Cash, when received, to the Banking Account;
- (c) credit, on receipt, to the Custody Account all Assets received by UBS as a result of a share sub-division or re-organisation, capitalisation of reserves or otherwise with respect to Assets credited to the Custody Account; and
- (d) to the extent the issuer of the relevant assets permits, exchange interim or temporary receipts or certificates for definitive certificates, and old or overstamped certificates for new certificates.

8.5 In accordance with Instructions, UBS will, subject to this Agreement, execute and deliver, or procure to be executed and delivered, to you or as you may direct, any powers of attorney or proxies as may reasonably be required, authorising those attorneys or proxies to exercise any rights conferred by, or otherwise act in respect of, any Assets credited to the Custody Account.

8.6 UBS will use its reasonable efforts to notify you, as soon as reasonably practicable after receipt, of any notice relating to any of the Assets credited to the Custody Account, including, without limitation, notice of a tender or exchange offer or of a rights entitlement or a fractional interest resulting from a rights issue, stock dividend or stock split, but excluding notice of any general meeting of holders of securities. Unless

agreed otherwise with you, UBS is not responsible for taking any action with respect to any such notice, or for the exchange of any Asset credited to the Custody Account even if purely administrative, or for the exercise of any rights to subscribe for securities, conversion rights, voting rights or any other rights relating to those Assets or for dealing with any takeover, other offer or capital re-organisation affecting those Assets. However, for the avoidance of doubt, you have no right to vote in respect of Assets credited to the Custody Account to the extent that they are Settlement Securities that have not yet been delivered to third parties.

8.7 You authorise UBS to transfer Assets credited to the Custody Account from such account to the Transferred Assets Account (so that UBS may borrow, lend, charge, sell, transfer or otherwise use those Assets for its own purposes or the purposes of its other clients) without giving notice of this to you, and clause 7.1 applies accordingly.

8.8 You authorise UBS and UBS's sub-custodians, agents and other delegates to hold Assets credited to the Custody Account in accounts in which those Assets are commingled with assets of the same class held by the relevant person for its other clients. Where Assets are held in such an account, your rights to those Assets is not in relation to any separately identifiable securities, but rather is in relation to the same number, class, denomination and issue as those delivered to UBS, and you confirm you accept this. Where Assets credited to the Custody Account are pooled on this basis, UBS:

- (a) acknowledges that you have an equitable interest in that pool of assets (or in UBS' interest in respect of that pool) equal to the proportion which from time to time the number of Assets credited to the Custody Account (or which should have been credited) which have been pooled bears to the total number of assets in the pool (or in that part of the pool in respect of which UBS has an interest); and
- (b) may, if those Assets are called for partial redemption by their issuer, and subject to the rules or regulations pertaining to allocation of any Securities System in which those Assets have been deposited, allot or procure to be allotted the called portion to the respective beneficial holders of that class of investment in any manner UBS considers fair and equitable.

For the purposes of this clause 8.8, assets are of the same class as other assets if they are (i) of the same

light or which UBS may suffer or incur in respect of past Transactions.

## **PART D: SECURITY**

### **11. CHARGE**

11.1 The charge created by this clause 11 is given by you to UBS as continuing security for the payment and discharge of all your Liabilities. As security for your Liabilities, you charge to UBS by way of first fixed charge, with full title guarantee and free from any adverse interest:

- (a) all your right, title and interest in respect of the Assets (other than assets falling within paragraph (c) below) for the time being credited to the Custody Account, including without limitation any rights against any custodian, banker or other person;
- (b) all your right, title and interest in respect of assets which, or the certificates or documents of title to which, are from time to time deposited with or held by a member of UBS Group, including without limitation any rights against any custodian, banker or other person;
- (c) all your rights under this Agreement and the Customer Agreements including without limitation all rights that you have to the delivery of Equivalent Assets; and
- (d) all of your rights and interest in any amount payable to you by UBS under a Customer Agreement following termination of that Customer Agreement.

11.2 The Charge is a continuing security and is not affected in any way by any settlement of account (whether or not any Liabilities remain outstanding thereafter) or other matter and is in addition to any other current or future security, guarantee or indemnity held by UBS or any other person in respect of any or all of the Liabilities.

11.3 You acknowledge that UBS may file or register details of the Charge in appropriate jurisdictions. You must do everything commercially reasonable requested by UBS to perfect the Charge, including without limitation executing and signing promptly all documents required to vest the Charged Property in UBS or a nominee of UBS.

11.4 You undertake not to allow to continue or to create any encumbrance or security interest over the Charged Property, other than any security interests arising by operation of law, the Charge and any

interests created in favour of parties appointed under clause 23.

11.5 You by way of security irrevocably appoint UBS as your attorney on your behalf and in your name or otherwise to execute all transfers, assignments, further assurances or other documents as may reasonably be required to vest any of the Charged Property in UBS or in a person acting as nominee or otherwise on behalf of UBS or to perfect or preserve the rights and interests in respect of the Charge (including, without limitation, the institution and conduct of legal proceedings) or for the exercise by UBS of all or any of the powers, authorities and discretions conferred on UBS by this Agreement.

11.6 For all purposes, including any legal proceedings, a certificate by any officer of UBS as to the sums or Liabilities for the time being due to or incurred by UBS is conclusive in the absence of fraud or manifest error.

11.7 Sections 93 (restriction on consolidation of mortgages) and 103 (regulation of exercise of power of sale) of the Law Property Act 1925 shall not apply to this Agreement. The Liabilities shall become due for the purposes of section 101 (mortgagee powers) of the Law of Property Act 1925, and the statutory power of sale and of appointing a receiver conferred under that Act (as varied or extended under this Agreement) and all other powers shall be deemed to arise immediately after execution of this Agreement.

11.8 All rights charged by you to UBS shall secure your obligations to UBS under this Agreement and your obligations to UBS under the relevant Customer Agreements between you and UBS and under any other agreement or transaction between you and UBS. In the event of an enforcement of the Charge, UBS shall have absolute discretion to determine the order and manner in which the proceeds of sale are applied to discharge Liabilities under Customer Agreements and any other agreement or transaction between you and UBS

## **PART E: MARGIN**

### **12. MARGIN REQUIREMENT**

12.1 You must at all times maintain with UBS Margin equal to or greater than the aggregate of the Liabilities and any applicable Initial Margin.

12.2 Where the Margin Requirement exists and is greater than the Minimum Call amount specified in the Schedule, UBS may require you to deliver to it Acceptable Collateral of a Value (in aggregate) at least equal to or greater than the Margin Requirement by giving notice in writing to you at the address specified