

**FACSIMILE TRANSMISSION**

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Page 1 of 29

Date 10 November, 2016

**TO** : Companies Announcement Platform Fax: +61 2 9778 0999 or  
ASX Limited +61 2 9347 0005

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**TO** : Whitehaven Coal Limited – Fax: +61 2 8507 9701  
Company Secretary

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**FROM** : Kerry Group Limited – Keren Chen (Ms.)

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**SUBJECT:** Submission of Form 605 re Whitehaven Coal Limited

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**IF NOT RECEIVED PROPERLY, PLEASE NOTIFY US PROMPTLY AT  
TELEPHONE NO.: +852 2525 7211**

**“Disclaimer”**

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**Form 605**Corporations Act 2001  
Section 671B**Notice of ceasing to be a substantial holder**To: Company Name/Scheme Whitehaven Coal LimitedACN/ARSN ACN 124 425 396**1. Details of substantial holder(1)**Name Kerry Group Limited ("KGL") and each of its associatesACN/ARSN (if applicable) N/AThe holder ceased to be a  
substantial holder on 08/11/2016The previous notice was given to the company on 16/05/2014The previous notice was dated 14/05/2014**2. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4)	Consideration given in relation to change(5)	Class (6) and number of securities affected	Person's votes affected
Please see	Annexure A				

**3. Changes in association**

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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	

**4. Addresses**

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

Name	Address
Please see names and addresses of	KGL and associates in Annexure B

**Signature**

print name

Kuok-Khoon Huacapacity Director

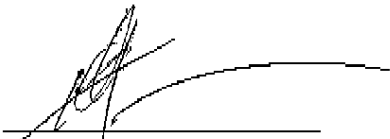
sign here

date 10 / 11 / 2016

## Annexure A

### 2. Changes in relevant interests

This is Annexure A of  7  page(s) referred to in Form 605 - Notice of ceasing to be a substantial holder



Name: Kuok Khoon Hua  
Date: 10 November, 2016

Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change (AUD)	Class and number of securities affected	Person's votes affected
15/05/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	214,464.19	135,840 Ordinary shares	135,840
19/05/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	17,511.65	12,880 Ordinary shares	12,880
27/05/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	223,826.25	127,500 Ordinary shares	127,500
27/05/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	51,834.48	37,200 Ordinary shares	37,200
28/05/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	68,747.62	50,520 Ordinary shares	50,520
29/05/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	214,464.19	135,840 Ordinary shares	135,840
02/06/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	17,511.65	12,880 Ordinary shares	12,880
10/06/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	201,443.83	114,750 Ordinary shares	114,750
10/06/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	46,651.03	33,480 Ordinary shares	33,480
11/06/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	61,872.85	45,468 Ordinary shares	45,468
12/06/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	193,017.77	122,256 Ordinary shares	122,256
16/06/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	15,760.48	11,592 Ordinary shares	11,592
24/06/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	223,826.25	127,500 Ordinary shares	127,500
24/06/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	51,834.48	37,200 Ordinary shares	37,200
25/06/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	68,747.62	50,520 Ordinary shares	50,520
26/06/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	214,464.19	135,840 Ordinary shares	135,840
30/06/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	17,511.65	12,880 Ordinary shares	12,880
08/07/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	223,826.25	127,500 Ordinary shares	127,500

Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change (AUD)	Class and number of securities affected	Person's votes affected
08/07/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	51,834.48	37,200 Ordinary shares	37,200
09/07/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	68,747.82	50,520 Ordinary shares	50,520
10/07/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	214,464.19	135,840 Ordinary shares	135,840
14/07/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	17,511.65	12,880 Ordinary shares	12,880
22/07/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	51,834.48	37,200 Ordinary shares	37,200
23/07/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	68,747.82	50,520 Ordinary shares	50,520
24/07/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	150,124.93	95,088 Ordinary shares	95,088
28/07/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	17,511.65	12,880 Ordinary shares	12,880
05/08/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	51,834.48	37,200 Ordinary shares	37,200
06/08/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	68,747.82	50,520 Ordinary shares	50,520
07/08/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	107,232.10	67,920 Ordinary shares	67,920
11/08/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	17,511.65	12,880 Ordinary shares	12,880
19/08/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	51,834.48	37,200 Ordinary shares	37,200
19/08/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	61,872.85	45,468 Ordinary shares	45,468
19/08/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	10,506.99	7,728 Ordinary shares	7,728
20/08/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	5,183.45	3,720 Ordinary shares	3,720
21/08/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	107,232.10	67,920 Ordinary shares	67,920
04/09/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	107,232.10	67,920 Ordinary shares	67,920
18/09/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	107,232.10	67,920 Ordinary shares	67,920
02/10/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	107,232.10	67,920 Ordinary shares	67,920
16/10/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	160,848.14	101,880 Ordinary shares	101,880
30/10/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	214,464.19	135,840 Ordinary shares	135,840
13/11/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	214,464.19	135,840 Ordinary shares	135,840
27/11/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	214,464.19	135,840 Ordinary shares	135,840
11/12/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	214,464.19	135,840 Ordinary shares	135,840

Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change (AUD)	Class and number of securities affected	Person's votes affected
29/12/2014	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	214,464.19	135,840 Ordinary shares	135,840
08/01/2015	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	150,124.93	95,088 Ordinary shares	95,088
22/01/2015	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	214,464.19	135,840 Ordinary shares	135,840
06/02/2015	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	193,017.77	122,256 Ordinary shares	122,256
19/02/2015	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	180,848.14	101,880 Ordinary shares	101,880
05/03/2015	Alpha Model Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	107,232.10	67,920 Ordinary shares	67,920
28/05/2014	Bright Magic Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	67,989.60	48,630 Ordinary shares	48,630
06/06/2014	Bright Magic Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	81,190.64	43,767 Ordinary shares	43,767
23/06/2014	Bright Magic Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	67,989.60	48,630 Ordinary shares	48,630
07/07/2014	Bright Magic Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	67,989.60	48,630 Ordinary shares	48,630
21/07/2014	Bright Magic Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	67,989.60	48,630 Ordinary shares	48,630
04/08/2014	Bright Magic Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	67,989.60	48,630 Ordinary shares	48,630
18/08/2014	Bright Magic Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	67,989.60	48,630 Ordinary shares	48,630
20/08/2014	Bright Magic Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	6,798.96	4,863 Ordinary shares	4,863
31/03/2015	Constant Up Limited	Sale (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	839,435.84	-591,152 Ordinary shares	-591,152
18/10/2016	Crystal White Limited	Sale	1,251,092.80	-400,000 Ordinary shares	-400,000
01/11/2016	Crystal White Limited	Sale	1,805,382.00	-600,000 Ordinary shares	-600,000
31/03/2015	Joykeep Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	839,435.84	591,152 Ordinary shares	591,152
26/05/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	16,986.92	12,150 Ordinary shares	12,150
27/05/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	21,451.83	15,350 Ordinary shares	15,350
06/06/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	15,288.22	10,935 Ordinary shares	10,935
10/06/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	19,306.46	13,815 Ordinary shares	13,815
23/06/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	16,986.92	12,150 Ordinary shares	12,150
24/06/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	21,451.83	15,350 Ordinary shares	15,350
07/07/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	16,986.92	12,150 Ordinary shares	12,150

Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change (AUD)	Class and number of securities affected	Person's votes affected
08/07/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	21,451.63	15,350 Ordinary shares	15,350
21/07/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	16,986.92	12,150 Ordinary shares	12,150
22/07/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	21,451.63	15,350 Ordinary shares	15,350
04/08/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	16,986.92	12,150 Ordinary shares	12,150
05/08/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	21,451.63	15,350 Ordinary shares	15,350
18/08/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	16,986.92	12,150 Ordinary shares	12,150
19/08/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	21,451.83	15,350 Ordinary shares	15,350
20/08/2014	Kuok Hock Nien	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	1,698.89	1,215 Ordinary shares	1,215
18/10/2016	Kuok Hock Nien	Sale	592,871.88	-200,000 Ordinary shares	-200,000
19/10/2016	Kuok Hock Nien	Sale	625,546.40	-200,000 Ordinary shares	-200,000
19/02/2015	Kuok Hock Nien / Ho Poh Lin	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	40,212.04	25,470 Ordinary shares	25,470
05/03/2015	Kuok Hock Nien / Ho Poh Lin	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	26,808.02	16,980 Ordinary shares	16,980
15/05/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	53,616.05	33,960 Ordinary shares	33,960
19/05/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	4,377.91	3,220 Ordinary shares	3,220
27/05/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	39,498.75	22,500 Ordinary shares	22,500
27/05/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	12,958.82	9,300 Ordinary shares	9,300
28/05/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	17,186.90	12,630 Ordinary shares	12,630
29/05/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	53,616.05	33,960 Ordinary shares	33,960
02/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	4,377.91	3,220 Ordinary shares	3,220
06/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,970.03	9,150 Ordinary shares	9,150
10/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	35,548.88	20,250 Ordinary shares	20,250
10/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,662.76	8,370 Ordinary shares	8,370
11/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	15,468.21	11,387 Ordinary shares	11,387
12/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	48,254.44	30,564 Ordinary shares	30,564
16/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	3,940.12	2,898 Ordinary shares	2,898

Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change (AUD)	Class and number of securities affected	Person's votes affected
20/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	10,773.03	8,235 Ordinary shares	8,235
24/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	39,498.75	22,500 Ordinary shares	22,500
24/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	12,958.62	9,300 Ordinary shares	9,300
25/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	17,186.90	12,630 Ordinary shares	12,630
26/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	53,616.05	33,960 Ordinary shares	33,960
30/06/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	4,377.91	3,220 Ordinary shares	3,220
04/07/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,970.03	9,150 Ordinary shares	9,150
08/07/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	39,498.75	22,500 Ordinary shares	22,500
08/07/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	12,958.62	9,300 Ordinary shares	9,300
09/07/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	17,186.90	12,630 Ordinary shares	12,630
10/07/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	53,616.05	33,960 Ordinary shares	33,960
14/07/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	4,377.91	3,220 Ordinary shares	3,220
18/07/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,970.03	9,150 Ordinary shares	9,150
22/07/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	12,958.62	9,300 Ordinary shares	9,300
23/07/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	17,186.90	12,630 Ordinary shares	12,630
24/07/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	37,531.23	23,772 Ordinary shares	23,772
28/07/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	4,377.91	3,220 Ordinary shares	3,220
01/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,970.03	9,150 Ordinary shares	9,150
05/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	12,958.62	9,300 Ordinary shares	9,300
05/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	2,394.01	1,830 Ordinary shares	1,830
06/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	17,186.90	12,630 Ordinary shares	12,630
07/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	26,808.02	16,980 Ordinary shares	16,980
11/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	4,377.91	3,220 Ordinary shares	3,220
19/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	12,958.62	9,300 Ordinary shares	9,300
19/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	15,468.21	11,367 Ordinary shares	11,367

Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change (AUD)	Class and number of securities affected	Person's votes affected
19/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	2,626.75	1,932 Ordinary shares	1,932
20/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	1,295.86	930 Ordinary shares	930
21/08/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	26,808.02	16,980 Ordinary shares	16,980
04/09/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	26,808.02	16,980 Ordinary shares	16,980
18/09/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	26,808.02	16,980 Ordinary shares	16,980
02/10/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	26,808.02	16,980 Ordinary shares	16,980
16/10/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	40,212.04	26,470 Ordinary shares	25,470
30/10/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	53,616.05	33,960 Ordinary shares	33,960
13/11/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	53,616.05	33,960 Ordinary shares	33,960
27/11/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	53,616.05	33,960 Ordinary shares	33,960
11/12/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	53,616.05	33,960 Ordinary shares	33,960
29/12/2014	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	53,616.05	33,960 Ordinary shares	33,960
08/01/2015	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	37,531.23	23,772 Ordinary shares	23,772
22/01/2015	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	53,616.05	33,960 Ordinary shares	33,960
05/02/2015	Kuok Hock Nien / Kuok Khoon Hua	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	48,254.44	30,564 Ordinary shares	30,564
07/11/2016	Kuok Hock Nien / Kuok Khoon Hua	Sale	1,401,387.75	-450,000 Ordinary shares	-450,000
08/11/2016	Kuok Hock Nien / Kuok Khoon Hua	Sale	1,931,658.75	-600,000 Ordinary shares	-600,000
29/10/2014	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,800.80	9,000 Ordinary shares	9,000
12/11/2014	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,800.80	9,000 Ordinary shares	9,000
26/11/2014	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	18,881.28	14,400 Ordinary shares	14,400
10/12/2014	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	22,421.52	17,100 Ordinary shares	17,100
24/12/2014	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	20,061.36	15,300 Ordinary shares	15,300
07/01/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	8,260.56	6,300 Ordinary shares	6,300
21/01/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	23,601.80	18,000 Ordinary shares	18,000
04/02/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	18,881.28	14,400 Ordinary shares	14,400

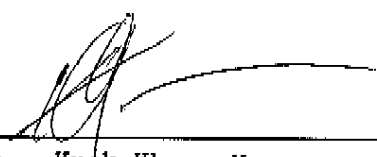
Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change (AUD)	Class and number of securities affected	Person's votes affected
18/02/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,800.80	9,000 Ordinary shares	9,000
04/03/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,800.80	9,000 Ordinary shares	9,000
18/03/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,800.80	9,000 Ordinary shares	9,000
01/04/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,800.80	9,000 Ordinary shares	9,000
15/04/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	9,440.64	7,200 Ordinary shares	7,200
29/04/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,800.80	9,000 Ordinary shares	9,000
13/05/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,800.80	9,000 Ordinary shares	9,000
27/05/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,800.80	9,000 Ordinary shares	9,000
10/06/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	10,620.72	8,100 Ordinary shares	8,100
24/06/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	11,800.80	9,000 Ordinary shares	9,000
08/07/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	20,061.36	15,300 Ordinary shares	15,300
22/07/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	23,601.60	18,000 Ordinary shares	18,000
05/08/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	23,601.60	18,000 Ordinary shares	18,000
19/08/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	23,601.60	18,000 Ordinary shares	18,000
02/09/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	23,601.60	18,000 Ordinary shares	18,000
16/09/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	23,601.60	18,000 Ordinary shares	18,000
30/09/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	23,601.60	18,000 Ordinary shares	18,000
14/10/2015	Macromind Investments Limited	Purchase (for the relevant agreement(s) under s. 671B(4) of the Corporations Act, please refer to Annexure C or attachments to our Form 603 dated 14/05/2014)	23,601.60	18,000 Ordinary shares	18,000
07/11/2016	Macromind Investments Limited	Sale	7,474,068.00	-2,400,000 Ordinary shares	-2,400,000
08/11/2016	Macromind Investments Limited	Sale	10,302,180.00	-3,200,000 Ordinary shares	-3,200,000
07/11/2016	Total Way Investments Limited	Sale	467,129.25	-150,000 Ordinary shares	-150,000
08/11/2016	Total Way Investments Limited	Sale	643,888.25	-200,000 Ordinary shares	-200,000

-3,023,730 -3,023,730

## Annexure B

### 4. Addresses

This is Annexure B of  1  page(s) referred to in Form 605 - Notice of ceasing to be a substantial holder



Name: Kuok Khoon Hua

Date: 10 November, 2016


Name	Address
KGL	c/o 31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Ace Time Holdings Limited	c/o 31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Alpha Model Limited	c/o 31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Bright Magic Investments Limited	c/o 31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Constant Up Limited	31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Crystal White Limited	31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Joykeep Limited	c/o 31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Kerry Asset Management Limited	c/o 31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Macromind Investments Limited	c/o 31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Total Way Investments Limited	31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Fexos Limited	c/o 31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Kerry Holdings Limited	31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Kerry Special Investments Limited	c/o 31/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Berwick Pte Ltd	1 Kim Seng Promenade, #07-01 Great World City, Singapore 237994
Trendfield Inc.	c/o 15/F., UBN Tower, Letter Box No. 111, 10 Jalan P. Ramlee, 50250 Kuala Lumpur, Malaysia
Kuok Brothers Sdn. Berhad	15/F., UBN Tower, No. 10 Jalan P. Ramlee, 50250 Kuala Lumpur, Malaysia
Kuok (Singapore) Limited	1 Kim Seng Promenade, #07-01 Great World City, Singapore 237994
Kuok Hock Nien	c/o 32/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Kuok Khoon Hua	c/o 32/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong
Ho Poh Lin	c/o 32/F., Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong

**Annexure C**  
**Agreements**

This is Annexure C of 19 page(s) referred to in Form 605 - Notice of ceasing to be a substantial holder

These are true copies of :-

- (1) Letter agreement between UBS AG, Hong Kong Branch and Kuok Hock Nien / Kuok Khoon Hua
- (2) Confirmation between Goldman Sachs International and Macromind Investments Limited
- (3) Novation agreement between UBS AG, Hong Kong Branch, Kuok Hock Nien / Kuok Khoon Hua and Kuok Hock Nien / Ho Poh Lin
- (4) Sale and purchase agreement between Constant Up Limited and Joykeep Limited

  
\_\_\_\_\_  
Name: Kuok Khoon Hua  
Date: 10 November, 2016

**UBS AG**

Hong Kong Branch  
52/F Two International Finance Centre  
8 Finance Street,  
Central, Hong Kong  
Tel. +852-2971 8888  
Fax. +852-2868 1510

KUOK HOCK NIEN /  
KUOK KHOON HUA  
32/F., KERRY CENTRE  
683 KING'S ROAD  
QUARRY BAY, HONG KONG

May 23, 2014

Dear Sirs

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the "Swap Definitions") and in the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions", and together with the Swap Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 20 January, 2011 as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

Each party hereby agrees to make each payment specified in this Confirmation as being payable to it, not later than the due date in place of the account specified below (or as specified in writing to the other party at the address specified below), in freely transferable funds and in the manner customary for payments in the applicable currency.

**"This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with the intermediary or seek independent professional advice."**

The terms of the particular Transaction to which this Confirmation relates are as follows:

**Equity Accumulator with Guaranteed Periods****General Terms**

Our Reference Number: 933339WHCMGACC10016KERRYIN  
Trade Date: May 23, 2014 (time of execution available upon request)  
Transaction Type: Share Forward Transaction  
Accumulator Seller: UBS AG, Hong Kong Branch ("Party A")  
Accumulator Buyer: KUOK Hock Nien / KUOK Khoon Hua (A/C NO. 933339) ("Party B")



Shares:	Common Stock of Whitehaven Coal Ltd (Reuters Code: WHC.AX)
Exchange:	Australian Securities Exchange
Clearance System:	The principal clearance system used by the Exchange
Daily Number of Shares:	(a) With respect to an Observation Date during the first FOUR Accrual Periods (together the "Guaranteed Periods", each a "Guaranteed Period"), the Daily Number of Shares shall be 915; and  (b) Provided that no Knock-out Event has occurred, then with respect to an Observation Date during any Accrual Period apart from the Guaranteed Periods, the Daily Number of Shares shall equal to either (1) or (2) below:  (1) 915 if the Closing Price is equal to or greater than the Forward Price, or (2) 1,830 if the Closing Price is less than the Forward Price;  provided however that if a Disrupted Day occurs on a Scheduled Observation Date, the Closing Price for such Scheduled Observation Date for the purpose of determining the Daily Number of Shares is deemed to be the Closing Price on the first succeeding Scheduled Trading Day (notwithstanding that such Scheduled Trading Day is or is already deemed to be another Observation Date) that is not a Disrupted Day unless each of the eight Scheduled Trading Days immediately following the Scheduled Trading Day is a Disrupted Day, in that case the Closing Price for such Scheduled Observation Date for the purpose of determining the Daily Number of Shares is deemed to be the Closing Price on that eighth Scheduled Trading Day, and the Calculation Agent shall determine in good faith and in a commercially reasonable manner (after consultation with Party B) the value of the Shares as of the actual closing time of the Exchange (if there is one) or scheduled closing time of the Exchange (if there is none) on that eighth Scheduled Trading Day.
Forward Price:	AUD 1.3082
Barrier Price:	AUD 1.7135
Prepayment:	Not applicable
Calculation Agent:	Party A
Early Closure:	The definition of "Early Closure" under Section 6.3(d) of the Equity Definitions shall be amended by inserting the following wording after "at least one hour" and before "prior to the earlier of":  "(which shall exclude any time during which the Exchange is normally closed between the end of the morning trading session and the start of the afternoon trading session)".

### **Settlement Terms**

Physical Settlement:	Applicable
Number of Shares:	With respect to a Settlement Date, a number of Shares equal to the sum of the Daily Number of Shares on each of the Observation Dates in the Accrual Period relating to that Settlement Date.
Number of Shares to be Delivered:	With respect to a Settlement Date, the relevant Number of Shares, provided that, if such Number of Shares comprises any fractional Share, the Number of Shares to be Delivered will include only whole Shares and a Fractional Share Amount shall be payable by the Accumulator Seller in lieu of such fractional share.

**Fractional Share Amount:** An amount in AUD equal to the product of the fractional Share resulting from the calculation of the Number of Shares to be Delivered and the Closing Price of the Share in respect of the final Observation Date of the Accrual Period relating to the relevant Settlement Date (provided that if a Knock-out Event has occurred, the Closing Price of the Share in respect of the Knock-out Date).

**Settlement Price:** With respect to a Settlement Date, an amount equal to the product of (i) the Number of Shares with respect to that Settlement Date and (ii) the Forward Price.

**Settlement Date:** With respect to an Accrual Period, subject to the paragraph "Observation Date" below, (i) the Expected Settlement Date in respect of such Accrual Period; or (ii) if a Knock-out Event has occurred during the Accrual Period, 3 Clearance System Business Days after the Knock-out Date; and

provided that if a Settlement Disruption Event prevents delivery of Shares on that day, settlement will be postponed and/or otherwise dealt with in accordance with Section 9.4 of the Equity Definitions.

**Expected Settlement Date:** Period End Date + 3 Clearance System Business Days

**Settlement Currency:** AUD

**Settlement:** On each Settlement Date, the Accumulator Seller will deliver to the Accumulator Buyer the Number of Shares to be Delivered and the Fractional Share Amount with respect to that Settlement Date, against payment by the Accumulator Buyer of the Settlement Price with respect to that Settlement Date.

**Accrual Period:** Each period from but excluding the previous Period End Date to and including the then current Period End Date,

provided however that (a) the first Accrual Period commences on, but excludes, the Trade Date and ends on, and includes, the first Period End Date; and (b) the final Accrual Period ends on, and includes, the earlier to occur of (i) the final Period End Date and (ii) the Period End Date of the last Guaranteed Period if a Knock-out Event occurs in a Guaranteed Period or the Knock-out Date if a Knock-out Event occurs on a date that is not in a Guaranteed Period,

provided further that on the Settlement Date with respect to each Guaranteed Period, the Accumulator Seller shall be obliged to deliver, and the Accumulator Buyer shall be obliged to pay for all Shares that have been accrued during such Guaranteed Period provided that if a Knock-out Event has occurred during a Guaranteed Period, the Accumulator Seller shall be obliged to deliver, and the Accumulator Buyer shall be obliged to pay for all Shares that have been accrued for such Guaranteed Period and all Shares which will be accrued for the remaining Guaranteed Periods (if any).

This means that in the event that no Knock-out Event has occurred during the Guaranteed Period and upon the first occurrence of a Knock-out Event (as defined below under "Knock-out Date") in the period from but excluding the Period End Date of the last Guaranteed Period to and including the final Period End Date, the then current Accrual Period will end early on (and include) the Knock-out Date, instead of the Period End Date on which it was originally scheduled to end, and thereafter there will be no further Accrual Periods.

**Knock-out Date:** The first Observation Date to occur during an Accrual Period from but excluding the Trade Date to and including the final Period End Date, on which the Closing Price is equal to or higher than the Barrier Price (the "Knock-out Event").

**Closing Price:** Means, in respect of a Scheduled Trading Day, the official closing price per Share as published by the Exchange, or if such price is not published for whatever reason other than the occurrence of Disrupted Day, the value of a Share as of the

actual closing time of the Exchange on that Scheduled Trading Day in the good faith estimation of the Calculation Agent

**Observation Date:** Each Scheduled Trading Day (the "Scheduled Observation Date"), provided that if any Scheduled Observation Date is a Disrupted Day, then the corresponding Observation Date shall be the first succeeding Scheduled Trading Day (notwithstanding that such Scheduled Trading Day is or is already deemed to be another Observation Date) that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Trading Day is a Disrupted Day, in that case that eighth Scheduled Trading Day shall be deemed to be that Observation Date (notwithstanding that such Scheduled Trading Day is or is already deemed to be another Observation Date), and the Calculation Agent shall determine in good faith and in a commercially reasonable manner (after consultation with Party B), the value of the Share as of the actual closing time of the Exchange (if there is one), or scheduled closing time of the Exchange (if there is none), on that eighth Scheduled Trading Day. If the Knock-out Event occurs or is deemed to occur on an Observation Date which has been deferred as described above, the relevant Knock-out Date is deemed to have occurred on the originally scheduled Observation Date, provided however that the Settlement Date with respect to that Accrual Period shall be 3 Clearance System Business Days after the Observation Date as deferred in accordance with the above in this paragraph and if a Settlement Disruption Event prevents delivery of Shares on that day, settlement will be postponed and/or otherwise dealt with in accordance with Section 9.4 of the Equity Definitions. Where the Period End Date as an Observation Date of an Accrual Period is postponed due to the occurrence of a Disrupted Day, to a day that falls after the relevant Period End Date, the Settlement Date with respect to that Accrual Period shall be 3 Clearance System Business Days after the day which is deemed to be the Observation Date in relation to such Period End Date in accordance with this paragraph, provided that if a Settlement Disruption Event prevents delivery of Shares on that day, settlement will be postponed and/or otherwise dealt with in accordance with Section 9.4 of the Equity Definitions.

Notwithstanding any other provisions herein, if a Knock-out Event occurs or is deemed to occur on or prior to a Period End Date, it shall be deemed to have occurred in the Accrual Period ending on and including that Period End Date.

**Period End Dates:** June 06, 2014, June 20, 2014, July 04, 2014, July 18, 2014, August 01, 2014, August 15, 2014, August 29, 2014, September 12, 2014, September 26, 2014, October 10, 2014, October 24, 2014, November 07, 2014, November 21, 2014, December 05, 2014, December 19, 2014, January 02, 2015, January 16, 2015, January 30, 2015, February 13, 2015, February 27, 2015, March 13, 2015, March 27, 2015, April 10, 2015, April 24, 2015, May 08, 2015, May 22, 2015, provided that if any such date falls on a day that is not a Scheduled Trading Day, then the relevant Period End Date shall fall instead on the next following Scheduled Trading Day.

**Scheduled Trading Day:** Means any day on which the Exchange is scheduled to be open for its regular trading sessions.

**Disrupted Day:** Means a Scheduled Trading Day on which the Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

**Clearance System Business Day:** Any day on which the Clearance System is (or but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

### **Share Adjustments**

**Method of Adjustment:** Calculation Agent Adjustment.

### Extraordinary Events

Consequences of Merger Events:

- (a) Share-for-Share: Modified Calculation Agent Adjustment
- (b) Share-for-Other: Modified Calculation Agent Adjustment
- (c) Share-for-Combined: Modified Calculation Agent Adjustment

Consequences of Tender Offers:

- (a) Share-for-Share: Modified Calculation Agent Adjustment
- (b) Share-for-Other: Modified Calculation Agent Adjustment
- (c) Share-for-Combined: Modified Calculation Agent Adjustment

Composition of Combined Inapplicable  
Consideration:

Nationalisation, Delisting or Insolvency: Cancellation and Payment with Party A as the Determining Party.

### Additional Disruption Events

Change in Law: Applicable; provided that Section 12.9(a)(ii) of the Equity Definitions is replaced in its entirety as follows: "(B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal to hold, acquire or dispose of Hedge Positions relating to such Transaction.

Failure to Deliver Applicable; provided that Section 12.9(b)(ii) of the Equity Definitions is replaced in its entirety as follows: "if "Failure to Deliver" is specified in the related Confirmation to be applicable to a Transaction, then such event shall not constitute an Event of Default under the ISDA Master Agreement, but upon the occurrence of such an event, the Accumulator Seller will (A) give the Accumulator Buyer notice before trading commences on the Exchange on (1) the Period End Date immediately prior to the relevant Settlement Date or (2) if a Knock-out Event has occurred, the Clearance System Business Day immediately after the Knock-out Date, that a Failure to Deliver has occurred and (B) deliver on that Settlement Date to the Accumulator Buyer such number of Shares that it can deliver on such date (the "**Original Settlement Date**"). The Accumulator Buyer's obligation to make any corresponding payment or delivery to the Accumulator Seller shall be reduced in proportion to the number of Shares it receives from the Accumulator Seller.

Upon receipt of the Accumulator Seller's notice in (A) above, the Accumulator Buyer may by notice to the Accumulator Seller (i) elect to terminate that part of the Transaction which relates to the number of Shares the Accumulator Seller cannot deliver on the Original Settlement Date (the "**Affected Shares**"), or (ii) provide a period of 15 Clearance System Business Days (or such other number of Clearance System Business days as both parties shall agree), starting from but excluding the Original Settlement Date (the "**Grace Period**") during which the Accumulator Seller shall deliver as many number of the Affected Shares as practicable to the Accumulator Buyer or (iii) elect to terminate the whole of the Transaction which relates to the Affected Shares).

If the Transaction is terminated by the Accumulator Buyer in (i) above, that part of the Transaction which relates to the Affected Shares only shall be deemed to have been terminated on the Original Settlement Date and the Cancellation Amount payable in relation to such terminated part of the Transaction (after consideration of any partial delivery) shall be determined by the Accumulator Seller with reference to the latest available market price of the Shares on the Period End Date or the Knock-out Date (as the case may be) immediately prior to the Original Settlement Date, provided that if the Accumulator Buyer does not agree with the Cancellation Amount, the parties will discuss in good faith to seek input from an independent dealer in the market.

If the Accumulator Buyer shall elect (ii) and if by the end of the period of 10 Clearance System Business Days (or such other number of Clearance system Business Days as agreed between the parties) starting from but excluding the Original Settlement Date (the "**First Grace Period**"), a number of Affected Shares has not then been delivered, the Accumulator Buyer may at any time during the period starting from but excluding the last Clearance System Business Day of the First Grace Period (the "**First Grace Period End Date**") to the last Clearance System Business Day of the Grace Period ("**Grace Period End Date**"), elected by notice (the day of such notice being the "**Notification Date**") to the Accumulator Seller to terminate (x) that part of the Transaction which relates to the number of Affected Shares not delivered by the Notification Date on the Notification Date or (y) the whole Transaction as in (iii) above. If the Accumulator Buyer shall elect (ii) and does not make any election under the preceding sentence and by the Grace Period End Date, a number of Affected Shares is still not delivered by reason of a Failure of Deliver, then that part of the Transaction which relates to the number of Affected Shares not delivered by the Grace Period End Date shall be deemed terminated on the Grace Period End Date.

If the Transaction is terminated by the Accumulator Buyer on the Notification Date as in (x) above or deemed terminated by the Accumulator Buyer on the Grace Period End Date as a result of the Accumulator Buyer's failure to elect, that part of the Transaction which relates to the number of Affected Shares not delivered by the Notification Date (in case of (x) above) or the Grace Period End Date (in the case of deemed termination) only shall be deemed to have been terminated and the Cancellation Amount payable in relation to such part of the terminated Transaction (after consideration of any partial delivery) shall be determined by the Accumulator Seller with reference to the latest available market price of the Shares on the Notification Date, where the Transaction is terminated in (x) above, or the Grace Period End Date, where the Transaction is deemed terminated as a result of the Accumulator Buyer's failure to elect, provided that if the Accumulator Buyer does not agree with the Cancellation Amount, the parties will discuss in good faith to seek input from an independent dealer in the market.

If the Transaction is terminated by the Accumulator Buyer in (iii) above, the Transaction shall terminate on the date of such notice and the Cancellation Amount shall be determined by the Accumulator Seller with reference to the latest available market price of the Shares on the date of such notice, provided that if the Accumulator Buyer does not agree with the Cancellation Amount, the parties will discuss in good faith to seek input from an independent dealer in the market.

All Cancellation Amount shall be paid within 3 Clearance System Business Days after the date of determination. For the avoidance of doubt, (a) where there is a termination or deemed termination under (i) or (ii)(x) above, the collateral with respect to the Transaction shall be reduced accordingly and the Accumulator Buyer shall not be required to post collateral with respect to such terminated portion; and (b) where there is a termination under (ii)(y) or (iii) above, the Accumulator Buyer will not be required to post collateral in respect of such terminated transaction.

For the avoidance of doubt, a Failure to Deliver as defined in Section 12.9(a)(iii) of the Equity Definitions includes any failure of a party to deliver, when due, the relevant Shares where such failure to deliver is due to illiquidity arising from a suspension of trading of the relevant Shares on the Exchange.

**Hedging Disruption** Applicable; provided that Section 12.9(a)(v) of the Equity Definitions is replaced in its entirety by the words: "Hedging Disruption" means that the Hedging Party is unable, after using commercially reasonable efforts, to either (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to this Transaction, or (ii) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions or this Transaction between accounts within the jurisdiction of the Hedge Positions (the "Affected Jurisdiction") or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

**Increased Cost of Hedging** Applicable; provided that Section 12.9(a)(vi) of the Equity Definitions is replaced as follows: "(vi) "Increased Cost of Hedging" means that the Hedging Party would incur a materially increased (as compared with the circumstances that existed on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to this Transaction or (B) freely realize, recover, receive, repatriate, remit or transfer the proceeds of the Hedge Positions or this Transaction between accounts within the Affected Jurisdiction or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Hedging Party shall not be deemed to be an Increased Cost of Hedging.

**Determining Party:** Accumulator Seller

**Hedging Party:** Accumulator Seller

**Calculation Agent:** Accumulator Seller

**Definitions** Capitalised terms not defined herein shall have the meanings given to them under the Equity Definitions.

**Account Details**

**Account for payments to Party A:** UBS AG, Hong Kong Branch

**Account for payments to Party B:** UBS AG, Hong Kong Branch a/c 933339

**Additional Provisions**

**Exotic Transactions:** Transactions incorporating a barrier, trigger or other event that modifies, terminates or activates the transaction or is used to determine the value of payments thereunder ("Exotic Transactions") are complex instruments with unusual risks. Party A views any such Exotic Transaction Party B enters into with it as an arm's length transaction, and Party A assumes that Party B has taken adequate steps to inform itself of the characteristics and risks of such Exotic Transactions.

Party A generally hedges its exposure under Exotic Transactions, such as this Transaction, although it may elect not to hedge or to hedge only partially any transaction. Party A's hedging activity may be conducted through transactions in the underlying asset or in options, futures or other derivatives or other instruments or arrangements (howsoever described) related to the underlying asset on exchange markets or otherwise. Party A will generally effect or unwind a substantial portion of its hedge as the market measure for the relevant event approaches the event level. Party A's hedging activities may affect the probability that the event occurs. If this Transaction is cash settled, Party A will generally unwind or offset any hedge it has for this Transaction in close proximity to the relevant valuation time or period. In some cases, this activity may affect the value of the Transaction.

Party A is also an active market participant as a dealer, market-maker, proprietary trader and agent for its customers, and therefore at any given time it may have long or short positions in, or may buy or sell or enter into derivative transactions in relation to any asset underlying this Transaction. Party A's other trading activities for its own account or for the account of its customers may also affect the value of this Transaction and/or the probability that a barrier, trigger or other event will occur.

**Early termination:**

Provided that no Event of Default, Potential Event of Default or Termination Event has occurred or is continuing with respect to Party B, to the extent permitted by applicable laws, Party B may terminate this Transaction in whole or in part on any Scheduled Trading Day by giving written notice to Party A prior to [12:30pm] (Hong Kong time) on such Scheduled Trading Day (the "Early Termination Date"), subject to the payment of an amount in the Settlement Currency to be payable by one party to another (the "Early Termination Amount") to be determined by the Calculation Agent in good faith and in a commercially reasonable manner as the fair market value of this Transaction (the "Early Termination Amount") as at the Early Termination Date and in any event, the Early Termination Amount shall not exceed the outstanding Notional Amount as at the Early Termination Date. The relevant party shall pay the Early Termination Amount [3] Business Days after the Early Termination Date (the "Early Termination Amount Payment Date"). If Party B disagrees with the Calculation Agent's determination of the Early Termination Amount, the parties will discuss in good faith to seek input from an independent calculation agent. Party B will be deemed to represent to Party A each time Party B gives written notice to Party A under this provision that no Event of Default, Potential Event of Default or Termination Event has occurred and is continuing with respect to itself.

If an Event of Default, Potential Event of Default or a Termination Event has occurred with respect to Party B but Party A has not given notice to terminate in accordance with the Agreement in respect of such event, Party B may terminate this Transaction as provided in the foregoing paragraph with Party A's consent (to be given in Party A's sole and absolute discretion) provided that Party B shall, when giving notice to early terminate as provided in the foregoing paragraph, notify Party A of such Event of Default, Potential Event of Default or Termination Event (as applicable).

**Relationship Between Parties**

Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (in the absence of a written agreement between the parties which expressly imposes affirmative obligations to the contrary for that Transaction):-

(A) Non-Reliance. Each party is acting for its own account as a principal (and not as an agent or in any other capacity), and has made its own independent decisions to enter into that Transaction and that such Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. Each party is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood

that information and explanation relating to the terms and conditions of the Transaction shall not be considered as investment advice or a recommendation to enter into that Transaction. No communication, (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(B) Assessment And Understanding. Each party is capable of assessing the merits of and understands (on its own behalf or through independent professional advice), and accepts, the terms, conditions and risks of that Transaction. Each party is also capable of assuming and assumes, the risks of that Transaction.

(C) Status Of The Parties. Neither party is acting as a fiduciary for or an adviser to the other in respect of that Transaction.

Non-Reliance: Applicable

Agreements and Acknowledgments Regarding Hedging Activities: Applicable

Additional Acknowledgments: Applicable

### **Representations**

Party B will be deemed to represent to Party A on the date on which it enters into a Transaction that:

(a) No Violation or Conflict. The Transaction will not conflict with or violate the terms of its constitutional documents or any other contract (including any lock-up agreement), law, rules, codes, regulation, policy, any order or judgement of any court or other government agency applicable to it or restriction of any kind to which it is subject, including applicable listing rules of any relevant Stock Exchange or takeover code (collectively "Rules"), and it is lawful for it to enter into such Transaction. In particular, the existence of any relationship or connection (if any) between (a) it, or where applicable, its shareholder(s), controller(s), or any person connected to it deemed to have an interest in the Shares, and (b) the issuer of the Shares (including its directors and any shareholder or affiliate) will not cause the Transaction to contravene any Rules;

(b) Compliance. It assumes at all times the sole responsibility for the consistency of the Transaction with current and future Rules, including obtaining all necessary approvals required for it to enter into and perform its obligations under the Transaction; and complying with all current and future securities, derivatives or other public disclosure, reporting and/or financial statement disclosure requirements (including but not limited to disclosure of interests and/or substantial shareholding reporting requirements pursuant to the relevant legislation and/or regulations at the jurisdiction where the underlying securities are listed) applicable to it pursuant to the Transaction and/or to any hedging or other trading activities in which it may engage in connection with the Transaction. In this respect, Party B acknowledge and agree that Party A shall not be responsible for any of the aforesaid;

(c) Possession of information. It is not in possession of any non-public information concerning the issuer of the Shares or its affiliates, which if generally known by the public, would have a material effect on the price of the Shares or which would otherwise preclude it from entering into the Transaction, or under any applicable securities laws, it would have to disclose before effecting a purchase or sale of the Shares;

(d) Capacity. It has the capacity to evaluate (internally or through independent professional advisers) the Transaction (including its appropriateness or suitability).

### **Collateral**

Party B shall provide to Party A within 2 Local Business Days of Party A's notification on or after the Trade Date, and shall maintain with Party A during the whole term of the Transaction, sufficient collateral to secure Party B's obligations under the Transaction, as determined by Party A in its sole and absolute discretion, provided that the value of the collateral determined by Party A cannot exceed the Outstanding Notional Amount from time to time. For the avoidance of doubt, if for any reason (including as a result of an administrative error), the collateral demanded by Party A exceeds the Outstanding Notional Amount, Party B



shall not be required to provide collateral in excess of the Outstanding Notional Amount at such time. Such collateral will be held by Party A as chargee under the Memorandum of Charge signed by Party B in favour of Party A, as amended from time to time (the "Memorandum of Charge").

Outstanding Notional Amount: means for the purpose of margin calculation (if applicable) on the Trade Date and each subsequent Settlement Date, Forward Price x potential maximum Daily Number of Shares x remaining Potential Maximum number of Observation Dates following that Settlement Date until the final Period End Date (for the avoidance of doubt, for the purposes of margin calculation in respect of Observation Dates during the Guaranteed Period, the potential maximum Daily Number of Shares shall be that specified in paragraph (a) of "Daily Number of Shares" above),

Where:

Sum of total potential Maximum Number of Observation Dates means 253, ✓

Potential Maximum Number of Observation Dates means, 10, 9, 10, 10, 10, 10, 10, 10, 10, 10, 10, 10, 10, 10, 7, 10, 9, 10, 10, 10, 10, 8, 10, 10, 10 respectively, in respect of each Accrual Period from the first Accrual Period until the final Accrual Period ending on the final Period End Date.

Yours faithfully,  
For and on behalf of  
UBS AG, Hong Kong Branch

*Katie Booth*

Katie Booth  
APAC Head OTC Derivatives Utility  
Director

Pat Leung  
APAC OTC Derivatives Operation  
Associate Director

**IF WE DO NOT HEAR FROM YOU TO THE CONTRARY WITHIN 14 DAYS FROM THE DAY OF THIS CONFIRMATION, IT WILL BE DEEMED TO HAVE BEEN ACCEPTED BY YOU.**



Goldman Sachs International | Peterborough Court | 133 Fleet Street | London EC4A 2BB  
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 Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

October 15, 2014 /

Opening Transaction

GS Reference No.: SDB3715208105.0.0.0-1-2

Customer Account No.: 01170663

MACROMIND INVESTMENTS LIMITED /

UTI: 1030250788 SDB0000037152081050000000000000

Dear Sir / Madam,

**SHARE KNOCK-OUT FORWARD TRANSACTION SUPPLEMENT (AEJ SHARES)**

This Transaction Supplement is entered into between GSI and Counterparty on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Share Forward Transaction entered into between GOLDMAN SACHS INTERNATIONAL ("GSI") and MACROMIND INVESTMENTS LIMITED ("Counterparty") on the Trade Date specified below (the "Transaction"). This Transaction Supplement is entered into under the Master Confirmation Agreement – Equity Forward (AEJ Transactions) dated as of 02 July 2009 between us, as may be amended from time to time, and, together with the Master Confirmation Agreement – Equity Forward (AEJ Transactions) and the SKF General Terms Confirmation attached thereto, constitutes a "Confirmation" as referred to in the Master Agreement between the parties, as amended and supplemented from time to time.

The Transaction to which this Transaction Supplement relates is a Share Forward Transaction for the purposes of the Equity Definitions. The terms of the Transaction to which this Transaction Supplement relates are as follows:

**General Terms:**

Trade Date:	October 15, 2014 /
Seller:	GSI /
Buyer:	Counterparty /
Shares:	Ordinary shares (each, a "Share") of WHITEHAVEN COAL LIMITED (Ric: WHC.AX)
Periodic Number of Shares (I):	900 /
Periodic Number of Shares (II):	1,800 /
Forward Price:	AUD 1.3112 /
Maximum Number of Shares:	455,400 /
Exchange(s):	Australian Securities Exchange /
Expiration Date:	October 14, 2015 /

Clearance System: Clearing House Electronic Sub-Register "CHESS" /  
Knock-out Price: AUD 1.7135 /  
Settlement Terms:  
Settlement Currency: AUD //  
Settlement Date(s): 3 Clearance System Business Days following each Valuation Date.  
Number of Guaranteed Purchase Dates: 40 /  
First Guaranteed Purchase Date: October 16, 2014 /  
Final Guaranteed Purchase Date: December 10, 2014 /  
Purchase Periods Time Period: 2 Week(s)  
Period Start Date: October 16, 2014, and following that date, the same day of every  
Purchase Periods Time Period.  
**Other Terms:**  
Independent Amount: AUD 149,280.12 /  
IA Percentage: 25% /

Counterparty hereby agrees (a) to check this Confirmation (Reference No. SDB3715208105.0.0.0-1-2) carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by GSI) correctly sets forth the terms of the agreement between GSI and Counterparty with respect to this Transaction, by manually signing this Confirmation or this page thereof as evidence of agreement to such terms and providing any other information requested herein and immediately returning an executed copy to Equity Derivatives Documentation Department, Facsimile +1 212 428 1980.

Yours faithfully,  
GOLDMAN SACHS INTERNATIONAL,



Charlotte Cobb  
Executive Director  
Goldman Sachs International

Agreed and Accepted by:  
MACROMIND INVESTMENTS LIMITED,



By: \_\_\_\_\_  
Name: **TSE KAI CHI**      **KWOK PING LEONG**  
Title:                      Authorized Signatory(ies)



**NOVATION AGREEMENT** made as of ...16 February....., 2015..

**BETWEEN:**

UBS AG, Hong Kong Branch (the "**Continuing Party**")

Kuok Hock Nien / Kuok Khoon Hua (Account No. 331338 / 933339) (the "**Retiring Party**");  
and

Kuok Hock Nien / Ho Poh Lin (Account No. 373638 / 934088) (the "**Substituting Party**")

(together the "**Parties**" and individually a "**Party**")

**WHEREAS:**

- (A) The Retiring Party and the Continuing Party are parties to the transactions more particularly described in the Appendix to this Novation Agreement (the "**Transactions**", and each a "**Transaction**").
- (B) The Parties have agreed that the Retiring Party is to novate to the Substituting Party its rights and obligations pursuant to the Transactions.

**AGREEMENT:**

1. Subject always to the provisions of Clause 2 the Parties agree that, with effect from and including the date of this Novation Agreement:
  - (a) in consideration of the Substituting Party's agreement under Clause 1(b), the Retiring Party hereby absolutely and irrevocably transfers, without recourse (except as expressly provided otherwise herein), to the Substituting Party all of the Retiring Party's rights under the Transactions and the Substituting Party hereby accepts such rights as if it had been an original contracting party to the Transactions in place of the Retiring Party.
  - (b) in consideration of the assignment by the Retiring Party under Clause 1(a), the Substituting Party hereby assumes all of the Retiring Party's obligations under the Transactions and undertakes with the Continuing Party and the Retiring Party that it will hereafter faithfully perform such obligations as if it had been an original contracting party to the Transactions in the place of the Retiring Party and the Substituting Party agrees to make payments and deliveries required under the terms of the Transactions directly to the Continuing Party.
  - (c) in consideration of the Substituting Party's undertaking under Clause 1(b), the Continuing Party hereby consents to the foregoing transfer of all of the Retiring Party's rights and obligations under the Transactions to the Substituting Party and agrees that Substituting Party is entitled to all such rights and is subject to all such obligations and the Continuing Party agrees to make payments and deliveries required under the terms of the Transactions directly to the Substituting Party.
  - (d) The Continuing Party hereby releases the Retiring Party from their obligations and liabilities under the Transactions.

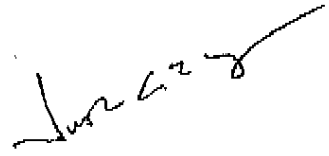
2. The Parties agree that the Retiring Party and the Continuing Party shall each remain liable to the other for any obligation or obligations accrued and/or due to be performed pursuant to the Transactions prior to the date of this Novation Agreement.
3. On the date of this Novation Agreement, the Retiring Party and the Continuing Party each represent and warrant to the other Parties that:
  - (a) no event has occurred which constitutes, or would constitute, an Event of Default or a Potential Event of Default (whether as defined in the documentation relating to any Transaction or in any relevant master agreement) with respect to itself.
  - (b) there is no dispute, nor are there grounds for a future dispute, between the Retiring Party and the Continuing Party as to the terms or performance of any obligation or obligations arising pursuant to any Transaction; and
  - (c) it has no claim against either the Retiring Party or the Continuing Party (as the case may be) in connection with any Transaction.
4. On the date of this Novation Agreement, the Substituting Party represents and warrants to the other Parties that:
  - (a) it has the power to execute this Novation Agreement, to deliver and to perform its obligations under this Novation Agreement and has taken all necessary action to authorise such execution and performance; and
  - (b) no event has occurred which constitutes, or would constitute, an Event of Default or a Potential Event of Default (whether as defined in the documentation relating to any Transaction or in any relevant master agreement) with respect to itself.
5. The Parties are to pay their own costs, charges and expenses (including, without limitation, legal expenses) incurred in entering into this Novation Agreement.
6. This Novation Agreement is governed by the laws of Hong Kong and each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.
7. This Novation Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

In witness whereof this Novation Agreement was executed by the Parties and/or their authorised representatives.

**CONTINUING PARTY**

  
Name : Frankie Law

Title : Managing Director

  
Name : Justin Lung

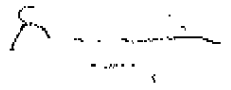

Title : Managing Director

**RETIRING PARTY**

  
  
Name : Kuok Hock Nien / Kuok Khoon Hua

Title : Account Holder

**SUBSTITUTING PARTY**

  
  
Name : Kuok Hock Nien / Ho Poh Lin

Title : Account Holder

**APPENDIX**

**The Transactions**

**Description of transaction(s) to be novated**

For the purposes of this Novation Agreement, the Transactions to be novated are such portion of the trade(s) which is/are described in the table below and quantified under the column heading titled "Geared Notional Amount to be Novated".

	<b>GR Symbol</b>	<b>CCY</b>	<b>Geared Notional Amount to be Novated</b>	<b>Description</b>	<b>Underlying Stock Code</b>
	WHCMGACC10009KERRY	AUD	1,251,934.72	UBS-EQ1X2ACCU-WHITEHAVEN COAL AUD1.5788 05.03.15+3	WHC.AX

Transactions not relevant to shares in Whitehaven Coal Limited are not shown.

CONSTANT UP LIMITED  
(Incorporated in Hong Kong)

31/F., Kerry Centre,  
683 King's Road,  
Quarry Bay,  
Hong Kong

31 March, 2015

Joykeep Limited  
c/o 31/F., Kerry Centre,  
683 King's Road,  
Quarry Bay,  
Hong Kong

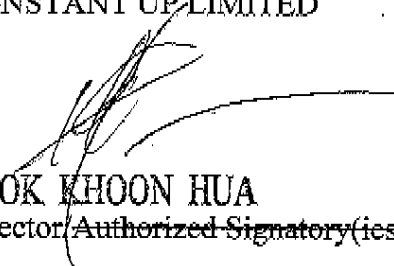
Dear Sir(s),

**Re: Sale and Purchase of Shares in Whitehaven Coal Limited**  
**("Whitehaven")**

As agreed, this is to confirm that we hereby sell to you 591,152 shares in Whitehaven (the "Shares") free of liens and encumbrances at a total consideration of AUD839,435.84.

Please signify your agreement to purchase the Shares at the abovementioned consideration by signing the acknowledgement below and return the same to us.

Yours faithfully,  
For and on behalf of  
CONSTANT UP LIMITED

  
KUOK KHOON HUA  
Director/Authorized Signatory(ies)

We hereby agree to purchase the Shares  
on the terms mentioned above.

For and on behalf of  
JOYKEEP LIMITED

  
KWOK PING LEONG  
Director/Authorized Signatory(ies)

Date: 31 March, 2015