

Goldman Sachs (Asia) L.L.C.

68th Floor | Cheung Kong Center | 2 Queen's Road Central | Hong Kong
Tel: (852) 2978-1000 | Fax: (852) 2978-0967



31 October 2014

Australian Securities Exchange
Exchange Center
20 Bridge Street
Sydney, NSW, 2000
Australia

Dear Sir/Madam,

Goldman Sachs Australia Pty Ltd (ACN 006 797 897) ("Goldman Sachs") acted as Lead Manager on the sale of 100,000,000 existing fully paid ordinary shares in Veda Group Limited (ACN 124 306 958) ("Sale Securities") by the vendors in Schedule 1 of the sale agreement ("Vendors"). In connection with the sale, Goldman Sachs has entered into a sale agreement with the Vendors on 29 October 2014 ("Agreement"). Upon signing the Agreement, pursuant to the operation of the Corporations Act 2001 (Cth) and clause 2.7 of the Agreement, Goldman Sachs obtained a technical relevant interest in 81,416,687 Sale Securities. The relevant interest obtained by Goldman Sachs under the Agreement in the Sale Securities does not represent a shortfall. Goldman Sachs will cease to hold this relevant interest following settlement of the Sale Securities (scheduled for 3 November 2014).

Yours faithfully,

A handwritten signature in black ink, appearing to be "Raymond Chow", written over a horizontal line.

Raymond Chow
Executive Director

Enclosures

Form 604Corporations Act 2001
Section 671B**Notice of change of interests of substantial holder**

To Company Name/Scheme	VEDA GROUP LIMITED
ACN	124 306 958

1. Details of substantial holder

Name	The Goldman Sachs Group, Inc. ("GSGI") on behalf of itself and its subsidiaries ("Goldman Sachs Group") including its significant subsidiaries listed in Annexure A ("Significant Subsidiaries") and Goldman Sachs Holdings ANZ Pty Limited and its subsidiaries ("Goldman Sachs Australia Group").
ACN/ARSN (if applicable)	Not applicable

There was a change in the interests of the substantial holder on	29 October 2014
The previous notice was given to the company on	11 September 2014
The previous notice was dated	11 September 2014

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 had a relevant interest 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	Previous Notice		Present Notice	
	Person's votes	Voting Power	Person's votes	Voting Power
Ordinary Fully Paid Shares	42,288,504	5.02%	126,224,105	14.99%

3. Change 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	Holder of Relevant Interest	Nature of Change	Consideration (AUD)	Class and Number of Securities	Person's votes affected
Please refer to Annexure C.					

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Nature of relevant interest	Class and number of securities		Person's votes
The Goldman Sachs Group Inc ("GSGI")	See below	N/A	GSGI has a relevant interest in these ordinary fully paid shares by virtue of section 608(3) of the Corporations Act 2001.	126,224,105	Ordinary Fully Paid Shares	126,224,105

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Nature of relevant interest	Class and number of securities		Person's votes
Goldman Sachs Asset Management Australia Pty Ltd ("GSAMA")	JP Morgan Chase Bank, Sydney National Asset Servicing National Australia Bank Limited National Nominees Limited State Street Australia Limited	Various clients	GSAMA has a relevant interest in 35,972,315 ordinary fully paid shares in its capacity as investment manager for a range of client portfolios.	35,972,315	Ordinary Fully Paid Shares	35,972,315
Goldman Sachs Australia Managed Funds Limited ("GSAMF")	RBC Dexia Investor Services Australia Pty Limited	GSAMF as the responsible entity for the range of Goldman Sachs Australia registered managed investment schemes	GSAMF has a relevant interest in 5,359,465 ordinary fully paid shares in its capacity as responsible entity for the range of Goldman Sachs Australia Managed Funds.	5,359,465	Ordinary Fully Paid Shares	5,359,465
GSAMA	RBC Dexia Investor Services Australia Pty Limited	GSAMF as the responsible entity for the range of Goldman Sachs Australia registered managed investment schemes	GSAMA has a relevant interest in 5,359,465 ordinary fully paid shares in its capacity as investment manager for the range of Goldman Sachs Australia registered managed investment schemes.	5,359,465	Ordinary Fully Paid Shares	5,359,465
Goldman Sachs Asset Management International ("GSAMI")	Bank of New York Mellon	Various clients	GSAMI has a relevant interest in 192,280 ordinary fully paid shares in its capacity as investment manager for a range of client portfolios.	192,280	Ordinary Fully Paid Shares	192,280
Goldman Sachs Asset Management L.P. ("GSAMLP")	Bank of New York Mellon	Various clients	GSAMLP has a relevant interest in 83,706 ordinary fully paid shares in its capacity as investment manager for a range of client portfolios.	83,706	Ordinary Fully Paid Shares	83,706
Goldman, Sachs & Co. ("GSCO")	HSBC Custody Nominees Australia Limited	GSCO	Holder of shares subject to an obligation to return under the securities lending agreements (see Annexure B).	1,249,538	Ordinary Fully Paid Shares	1,249,538
Goldman Sachs International ("GSI")	HSBC Custody Nominees Australia Limited	GSI	Holder of shares subject to an obligation to return under the securities lending agreements (see Annexure B).	841,627	Ordinary Fully Paid Shares	841,627
GSI	HSBC Custody Nominees Australia Limited	GSI	GSI beneficially owns ordinary fully paid shares.	85,940	Ordinary Fully Paid Shares	85,940
GSI	HSBC Custody Nominees Australia Limited	GSI	Holder of shares subject to an obligation to return under a securities lending agreement with GSCO (see Annexure B).	1,192,485	Ordinary Fully Paid Shares	1,192,485
GSI	HSBC Custody Nominees Australia Limited	GSI	Holder of shares subject to an obligation to return under a securities lending agreement with Goldman Sachs Australia Pty Ltd ("GSA") (see Annexure B).	1,002,636	Ordinary Fully Paid Shares	1,002,636
GSA	GSA	GSA	GSA beneficially owns ordinary fully paid shares.	1,022,547	Ordinary Fully Paid Shares	1,022,547

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Nature of relevant interest	Class and number of securities		Person's votes
GSA	Each Vendor listed in Schedule 1 of the sale agreement ("Agreement") (see Annexure D)	Each Vendor listed in Schedule 1 of the Agreement (see Annexure D)	On 29 October 2014, GSA entered into a sale agreement ("Agreement") (attached in Annexure D) with each Vendor listed in Schedule 1 of the Agreement. Upon signing the Agreement, pursuant to the operation of the Corporations Act 2001 (Cth) and clause 2.7 of the Agreement, GSA obtained a technical relevant interest.	81,416,687	Ordinary Fully Paid Shares	81,416,687

5. Change in association

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

Name and ACN (if applicable)	Nature of association
N/A	N/A


6. Addresses

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

Name	Address
GSGI	Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801, USA
Goldman Sachs Australia Group	All care of Level 17, 101 Collins Street, Melbourne Victoria 3000, Australia
GSAMA	Level 17, 101 Collins Street, Melbourne, Victoria 3000, Australia
GSAMF	Level 17, 101 Collins Street, Melbourne, Victoria 3000, Australia
GSA	Level 17, 101 Collins Street, Melbourne, Victoria 3000, Australia
GSAMI	Peterborough Court, 133 Fleet Street, London EC4A 2BB, United Kingdom
GSAMLP	Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801, USA
GSCO	200 West Street, New York, NY 10282, USA
GSI	Peterborough Court, 133 Fleet Street, London EC4A 2BB, United Kingdom
HSBC Custody Nominees Australia Limited	GPO Box 5302, Sydney NSW 2001, Australia
JP Morgan Chase Bank, Sydney	Level 35, AAP Centre, 259 George Street, NSW 2000, Australia
National Asset Servicing	Level 12, 500 Bourke Street Melbourne 3000, Australia
National Australia Bank Limited	Level 12, 500 Bourke Street Melbourne 3000, Australia
National Nominees Limited	Level 5, 271 Collins Street, Melbourne, Victoria 3000, Australia
State Street Australia Limited	Level 7, State Street Center, 338 Pitt Street, Sydney, NSW 2000, Australia
RBC Dexia Investor Services Australia Pty Limited	2 Park Street, Level 17, Sydney, NSW 2000, Australia
Bank of New York Mellon	One Wall Street, New York, NY 10286, USA
Pacific Equity Partners Fund III (Australasia) Pty Limited as trustee for Pacific Equity Partners Fund III (Australasia) Unit Trust	Level 31, 126-130 Phillip Street, Sydney NSW 2000

Pacific Equity Partners Fund III (Australasia) Pty Limited as trustee for Pacific Equity Partners Supplementary Fund III (Australasia) Unit Trust	Level 31, 126-130 Phillip Street, Sydney NSW 2000
Eagle Coinvestment Pty Limited as trustee for Pacific Equity Partners Fund III Co-Investment Trust B	Level 31, 126-130 Phillip Street, Sydney NSW 2000
Eagle Coinvestment Pty Limited as trustee for Pacific Equity Partners Fund IV Co-Investment Trust B	Level 31, 126-130 Phillip Street, Sydney NSW 2000
Pacific Equity Partners Fund IV (Australasia) Pty Ltd as trustee for Pacific Equity Partners Fund IV (Australasia) Unit Trust	Level 31, 126-130 Phillip Street, Sydney NSW 2000
PEP Investment Pty Limited	Level 31, 126-130 Phillip Street, Sydney NSW 2000
Pacific Equity Partners Fund III L.P.	C/- Lauren Bishop, Bedell, 26 New Street, St Helier, Jersey JE2 3RA
Pacific Equity Partners Fund IV L.P.	C/- Bedell, 26 New Street, St Helier, Jersey JE2 3RA
Pacific Equity Partners Supplementary Fund III L.P.	C/- Bedell, 26 New Street, St Helier, Jersey JE2 3RA

Signature

print name	Raymond Chow (signing under power of attorney in accordance with section 52 of the Corporations Act)	capacity	Authorised Person
sign here		date	31 October 2014

Annexure A

Significant Subsidiaries of The Goldman Sachs Group, Inc.

The following are significant subsidiaries of The Goldman Sachs Group, Inc. as of December 31, 2013 and the states or jurisdictions in which they are organized. Indentation indicates the principal parent of each subsidiary. The Goldman Sachs Group, Inc. owns, directly or indirectly, at least 99% of the voting securities of substantially all of the subsidiaries included below. The names of particular subsidiaries have been omitted because, considered in the aggregate as a single subsidiary, they would not constitute, as of the end of the year covered by this report, a "significant subsidiary" as that term is defined in Rule 1-02(w) of Regulation S-X under the Securities Exchange Act of 1934.

Name	State or Jurisdiction of Organization of Entity
The Goldman Sachs Group, Inc.	Delaware
Goldman, Sachs & Co.	New York
Goldman Sachs (UK) L.L.C.	Delaware
Goldman Sachs Group UK Limited	United Kingdom
Goldman Sachs Group Holdings (U.K.) Limited	United Kingdom
Goldman Sachs International Bank	United Kingdom
Goldman Sachs Holdings (U.K.)	United Kingdom
Goldman Sachs International	United Kingdom
Goldman Sachs Asset Management International	United Kingdom
Forres L.L.C.	Delaware
Forres Investments Limited	Cayman Islands
KPL Finance Limited	Cayman Islands
Rothesay Life (Cayman) Limited	Cayman Islands
Goldman Sachs Global Holdings L.L.C.	Delaware
GS Asian Venture (Delaware) L.L.C.	Delaware
GS Hony Holdings I Ltd.	Cayman Islands
GS (Asia) L.P.	Delaware
Goldman Sachs (Japan) Ltd.	British Virgin Islands
Goldman Sachs Japan Co., Ltd.	Japan
MLT Investments Ltd.	Mauritius
Goldman Sachs Strategic Investments (Asia) L.L.C.	Delaware
J. Aron Holdings, L.P.	Delaware
J. Aron & Company	New York
Goldman Sachs Asset Management, L.P.	Delaware
Goldman Sachs Hedge Fund Strategies LLC	Delaware
Goldman Sachs (Cayman) Holding Company	Cayman Islands
Goldman Sachs (Asia) Corporate Holdings L.P.	Delaware
Goldman Sachs Holdings (Hong Kong) Limited	Hong Kong
Goldman Sachs (Asia) Finance	Mauritius
Goldman Sachs (Asia) L.L.C.	Delaware
Goldman Sachs Foreign Exchange (Singapore) PTE	Singapore
J. Aron & Company (Singapore) PTE.	Singapore
GS Mehetia LLC	Delaware
Mehetia Holdings Inc.	Delaware
GS Holdings (Delaware) L.L.C. II	Delaware
GS Lending Partners Holdings LLC	Delaware
Goldman Sachs Lending Partners LLC	Delaware
Goldman Sachs Bank USA	New York
Goldman Sachs Mortgage Company	New York
Goldman Sachs Credit Partners L.P.	Bermuda
Goldman Sachs Execution & Clearing, L.P.	New York
GS Financial Services II, LLC	Delaware
GS Funding Europe	United Kingdom
GS Funding Europe I Ltd.	Cayman Islands
GS Funding Europe II Ltd.	Cayman Islands
GS Investment Strategies, LLC	Delaware
GS Power Holdings LLC	Delaware
Mitsi Holdings LLC	Delaware
Metro International Trade Services LLC	Delaware

Name	State or Jurisdiction of Organization of Entity
MLQ Investors, L.P.	Delaware
AR Holdings (Delaware) L.L.C.	Delaware
AR Holdings GK	Japan
SH White Flower	Japan
GK Frangipani	Japan
GS PIA Holdings GK	Japan
Crane Holdings Ltd.	Japan
GS TK Holdings II GK	Japan
ELQ Holdings (Del) LLC	Delaware
ELQ Holdings (UK) Ltd	United Kingdom
ELQ Investors II Ltd	United Kingdom
Goldman Sachs Specialty Lending Holdings, Inc.	Delaware
Goldman Sachs Holdings ANZ Pty Limited	Australia
GS HLDGS ANZ II Pty Ltd	Australia
Goldman Sachs Australia Group Holdings Pty Ltd	Australia
Goldman Sachs Australia Capital Markets Limited	Australia
Goldman Sachs Australia Pty Ltd	Australia
Goldman Sachs Financial Markets Pty Ltd	Australia
GS Fund Holdings, L.L.C.	Delaware
Shoelane, L.P.	Delaware
Whitehall Street Global Real Estate Employee Master Fund 2007, L.P.	Delaware
GS Financial Services L.P. (Del)	Delaware
JLQ LLC	Cayman Islands
Jupiter Investment Co., Ltd.	Japan
GS Direct, L.L.C.	Delaware
GSIP Holdco A LLC	Delaware
Special Situations Investing Group II, LLC	Delaware
MTGRP, L.L.C.	Delaware
Archon International, Inc.	Delaware
Archon Capital Bank Deutschland GMBH	Germany
Archon Group Deutschland GMBH	Germany

THE GOLDMAN SACHS GROUP, INC AND ITS SUBSIDIARIES

Signature

print name	Raymond Chow (signing under power of attorney in accordance with section 52 of the Corporations Act)	capacity	Authorised Person
------------	---	----------	-------------------

sign here



date

31 October 2014

Annexure B

This is Annexure B referred to in the Form 604: Notice of change of interests of substantial holder issued by The Goldman Sachs Group, Inc. and its subsidiaries.

The following is description of the securities lending agreements referenced in the accompanying Form 604:

Type of agreement	Global Master Securities Lending Agreement
Parties to agreement	Goldman Sachs International (the " Borrower "); The Bank of New York Mellon (the " Lender ")
Transfer date	21 October 2014 24 October 2014
Holder of voting rights	Securities Borrower, Goldman Sachs International
Are there any restrictions on voting rights? Yes/no If yes, detail	No
Scheduled return date (if any)	N/A
Does the borrower have the right to return early? Yes/no If yes, detail	Yes, the borrower may return borrowed securities upon giving notice
Does the lender have the right to recall early? Yes/no If yes, detail	Yes, the lender may recall lent securities upon giving notice
Will the securities be returned on settlement? Yes/no If yes, detail any exceptions	Yes

Type of agreement	Securities Loan Agreement
Parties to agreement	Goldman, Sachs & Co. (the " Borrower "); Brown Brothers Harriman & Co. (the " Lender ")
Transfer date	22 October 2014
Holder of voting rights	Securities Borrower, Goldman, Sachs & Co.
Are there any restrictions on voting rights? Yes/no If yes, detail	No
Scheduled return date (if any)	N/A
Does the borrower have the right to return early? Yes/no If yes, detail	Yes, the borrower may return borrowed securities upon giving notice
Does the lender have the right to recall early? Yes/no If yes, detail	Yes, the lender may recall lent securities upon giving notice
Will the securities be returned on settlement? Yes/no If yes, detail any exceptions	Yes

Type of agreement	Master Securities Lending Agreement
Parties to agreement	Goldman, Sachs & Co.(the " Borrower "); Citibank, N.A. (the " Lender ")
Transfer date	23 September 2014 16 October 2014
Holder of voting rights	Securities Borrower, Goldman, Sachs & Co
Are there any restrictions on voting rights? Yes/no If yes, detail	No
Scheduled return date (if any)	N/A
Does the borrower have the right to return early? Yes/no If yes, detail	Yes, the borrower may return borrowed securities upon giving notice
Does the lender have the right to recall early? Yes/no If yes, detail	Yes, the lender may recall lent securities upon giving notice
Will the securities be returned on settlement? Yes/no If yes, detail any exceptions	Yes

Type of agreement	Master Securities Lending Agreement
Parties to agreement	Goldman Sachs International (the " Borrower "); JP Morgan Chase Bank (the " Lender ")
Transfer date	18 September 2014
Holder of voting rights	Securities Borrower, Goldman Sachs International
Are there any restrictions on voting rights? Yes/no If yes, detail	No
Scheduled return date (if any)	N/A
Does the borrower have the right to return early? Yes/no If yes, detail	Yes, the borrower may return borrowed securities upon giving notice
Does the lender have the right to recall early? Yes/no If yes, detail	Yes, the lender may recall lent securities upon giving notice
Will the securities be returned on settlement? Yes/no If yes, detail any exceptions	Yes

Type of agreement	Securities Lending Agreement
Parties to agreement	Goldman, Sachs & Co.(the "Borrower"); Mellon Bank, N.A. (the "Lender")
Transfer date	No transactions within the period of 10 September 2014 and 29 October 2014
Holder of voting rights	Securities Borrower, Goldman, Sachs & Co.
Are there any restrictions on voting rights? Yes/no If yes, detail	No
Scheduled return date (if any)	N/A
Does the borrower have the right to return early? Yes/no If yes, detail	Yes, the borrower may return borrowed securities upon giving notice
Does the lender have the right to recall early? Yes/no If yes, detail	Yes, the lender may recall lent securities upon giving notice
Will the securities be returned on settlement? Yes/no If yes, detail any exceptions	Yes

Type of agreement	Overseas Securities Lender's Agreement
Parties to agreement	Goldman Sachs International (the "Borrower"); Royal Trust Corporation of Canada (the "Lender")
Transfer date	28 October 2014
Holder of voting rights	Securities Borrower, Goldman Sachs International
Are there any restrictions on voting rights? Yes/no If yes, detail	No
Scheduled return date (if any)	N/A
Does the borrower have the right to return early? Yes/no If yes, detail	Yes, the borrower may return borrowed securities upon giving notice
Does the lender have the right to recall early? Yes/no If yes, detail	Yes, the lender may recall lent securities upon giving notice
Will the securities be returned on settlement? Yes/no If yes, detail any exceptions	Yes


Type of agreement	Master Securities Lending Agreement
Parties to agreement	Goldman, Sachs & Co. (the " Borrower "); State Street Bank and Trust Company (the " Lender ")
Transfer date	20 October 2014 22 October 2014
Holder of voting rights	Securities Borrower, Goldman, Sachs & Co.
Are there any restrictions on voting rights? Yes/no If yes, detail	No
Scheduled return date (if any)	N/A
Does the borrower have the right to return early? Yes/no If yes, detail	Yes, the borrower may return borrowed securities upon giving notice
Does the lender have the right to recall early? Yes/no If yes, detail	Yes, the lender may recall lent securities upon giving notice
Will the securities be returned on settlement? Yes/no If yes, detail any exceptions	Yes

Type of agreement	Australian Master Securities Lending Agreement
Parties to agreement	Goldman Sachs International (the " Borrower "); Goldman Sachs Australia Pty Ltd (the " Lender ")
Transfer date	11 September 2014 – 28 October 2014
Holder of voting rights	Securities Borrower, Goldman Sachs International
Are there any restrictions on voting rights? Yes/no If yes, detail	No
Scheduled return date (if any)	N/A
Does the borrower have the right to return early? Yes/no If yes, detail	Yes, the borrower may return borrowed securities upon giving notice
Does the lender have the right to recall early? Yes/no If yes, detail	Yes, the lender may recall lent securities upon giving notice
Will the securities be returned on settlement? Yes/no If yes, detail any exceptions	Yes

Type of agreement	Global Master Securities Lending Agreement
Parties to agreement	Goldman Sachs International (the “ Borrower ”); Goldman, Sachs & Co. (the “ Lender ”)
Transfer date	17 September 2014 – 28 October 2014
Holder of voting rights	Securities Borrower, Goldman Sachs International
Are there any restrictions on voting rights? Yes/no If yes, detail	No
Scheduled return date (if any)	N/A
Does the borrower have the right to return early? Yes/no If yes, detail	Yes, the borrower may return borrowed securities upon giving notice
Does the lender have the right to recall early? Yes/no If yes, detail	Yes, the lender may recall lent securities upon giving notice
Will the securities be returned on settlement? Yes/no If yes, detail any exceptions	Yes

A copy of the agreements will be provided to Veda Group Limited or the Australian Securities and Investments Commission upon request.

Signature

print name	Raymond Chow (signing under power of attorney in accordance with section 52 of the Corporations Act)	capacity	Authorised Person
sign here		date	31 October 2014

Annexure C

Date of Change	Holder of Relevant Interest	Nature of Change	Consideration (AUD)	Class and Number of Securities		Person's votes affected
09/10/2014	GSA	Buy	485,512	200,416	Ordinary Fully Paid Shares	200,416
09/10/2014	GSI	Sell	82,776	33,933	Ordinary Fully Paid Shares	33,933
09/10/2014	GSA	Buy	14	6	Ordinary Fully Paid Shares	6
09/10/2014	GSI	Buy	2,533	1,046	Ordinary Fully Paid Shares	1,046
09/11/2014	GSI	Buy	113,479	46,926	Ordinary Fully Paid Shares	46,926
09/11/2014	GSI	Sell	18,107	7,463	Ordinary Fully Paid Shares	7,463
09/11/2014	GSA	Return of borrowed shares	N/A	480,764	Ordinary Fully Paid Shares	480,764
09/12/2014	GSI	Buy	141,807	59,052	Ordinary Fully Paid Shares	59,052
09/12/2014	GSI	Buy	84,839	35,428	Ordinary Fully Paid Shares	35,428
09/12/2014	GSI	Buy	57,030	23,621	Ordinary Fully Paid Shares	23,621
09/12/2014	GSI	Buy	142,199	59,577	Ordinary Fully Paid Shares	59,577
09/12/2014	GSI	Sell	14,179	5,910	Ordinary Fully Paid Shares	5,910
09/12/2014	GSI	Return of lent shares	N/A	480,764	Ordinary Fully Paid Shares	480,764
09/12/2014	GAUS	Loan of shares	N/A	236,900	Ordinary Fully Paid Shares	236,900
09/12/2014	GSI	Borrow of shares	N/A	236,900	Ordinary Fully Paid Shares	236,900
09/12/2014	GSA	Return of borrowed shares	N/A	200,422	Ordinary Fully Paid Shares	200,422
09/15/2014	GSI	Sell	109,314	45,762	Ordinary Fully Paid Shares	45,762
09/15/2014	GSI	Buy	53,967	22,636	Ordinary Fully Paid Shares	22,636
09/15/2014	GSI	Return of lent shares	N/A	200,422	Ordinary Fully Paid Shares	200,422
09/16/2014	GSI	Sell	168,240	70,998	Ordinary Fully Paid Shares	70,998
09/16/2014	GSI	Buy	2,771	1,169	Ordinary Fully Paid Shares	1,169
09/16/2014	GSAMA	Buy	1,355	574	Ordinary Fully Paid Shares	574
09/17/2014	GSI	Sell	12,849	5,426	Ordinary Fully Paid Shares	5,426
09/17/2014	GSI	Sell	4,412	1,863	Ordinary Fully Paid Shares	1,863
09/17/2014	GSI	Sell	1,674	707	Ordinary Fully Paid Shares	707
09/17/2014	GSI	Sell	89,453	37,489	Ordinary Fully Paid Shares	37,489
09/17/2014	GSI	Sell	8,982	3,793	Ordinary Fully Paid Shares	3,793
09/17/2014	GSI	Sell	44,072	18,559	Ordinary Fully Paid Shares	18,559
09/17/2014	GSI	Buy	168,796	71,360	Ordinary Fully Paid Shares	71,360
09/17/2014	GSI	Sell	10,125	4,276	Ordinary Fully Paid Shares	4,276
09/17/2014	GSAMA	Sell	691	289	Ordinary Fully Paid Shares	289
09/17/2014	GSCO	Return of lent shares	N/A	12,184	Ordinary Fully Paid Shares	12,184
09/17/2014	GSCO	Loan of shares	N/A	12,184	Ordinary Fully Paid Shares	12,184
09/17/2014	GSI	Return of borrowed shares	N/A	12,184	Ordinary Fully Paid Shares	12,184
09/17/2014	GSI	Borrow of shares	N/A	12,184	Ordinary Fully Paid Shares	12,184
09/18/2014	GSI	Borrow of shares	N/A	486,523	Ordinary Fully Paid Shares	486,523
09/18/2014	GAUS	Sell	287,221	122,744	Ordinary Fully Paid Shares	122,744
09/18/2014	GSI	Buy	2,474	1,033	Ordinary Fully Paid Shares	1,033
09/18/2014	GSI	Sell	69,676	29,188	Ordinary Fully Paid Shares	29,188
09/18/2014	GSAMA	Buy	1,394	582	Ordinary Fully Paid Shares	582
09/18/2014	GSI	Return of borrowed shares	N/A	52,712	Ordinary Fully Paid Shares	52,712
09/18/2014	GSCO	Loan of shares	N/A	52,712	Ordinary Fully Paid Shares	52,712
09/18/2014	GSI	Borrow of shares	N/A	52,712	Ordinary Fully Paid Shares	52,712
09/18/2014	GSCO	Return of lent shares	N/A	52,712	Ordinary Fully Paid Shares	52,712
09/19/2014	GSAMF	Sell	105,554	42,700	Ordinary Fully Paid Shares	42,700
09/19/2014	GSI	Sell	97,653	40,136	Ordinary Fully Paid Shares	40,136
09/19/2014	GSA	Sell	1,702,965	681,186	Ordinary Fully Paid Shares	681,186
09/19/2014	GSA	Sell	1,530,000	612,000	Ordinary Fully Paid Shares	612,000

Date of Change	Holder of Relevant Interest	Nature of Change	Consideration (AUD)	Class and Number of Securities		Person's votes affected
09/19/2014	GSI	Buy	32,812	13,690	Ordinary Fully Paid Shares	13,690
09/19/2014	GSI	Return of borrowed shares	N/A	100,611	Ordinary Fully Paid Shares	100,611
09/19/2014	GSCO	Return of lent shares	N/A	100,611	Ordinary Fully Paid Shares	100,611
09/19/2014	GSCO	Loan of shares	N/A	100,611	Ordinary Fully Paid Shares	100,611
09/19/2014	GSI	Borrow of shares	N/A	100,611	Ordinary Fully Paid Shares	100,611
09/22/2014	GSAMF	Buy	151,930	62,343	Ordinary Fully Paid Shares	62,343
09/22/2014	GSAMA	Buy	138,600	56,873	Ordinary Fully Paid Shares	56,873
09/22/2014	GSI	Buy	197,669	81,151	Ordinary Fully Paid Shares	81,151
09/22/2014	GSI	Sell	43,531	17,697	Ordinary Fully Paid Shares	17,697
09/22/2014	GAUS	Sell	56,628	23,400	Ordinary Fully Paid Shares	23,400
09/22/2014	GAUS	Sell	53,823	21,529	Ordinary Fully Paid Shares	21,529
09/23/2014	GSCO	Borrow of shares	N/A	16,700	Ordinary Fully Paid Shares	16,700
09/23/2014	GSI	Sell	44,004	17,986	Ordinary Fully Paid Shares	17,986
09/23/2014	GSI	Buy	142,109	58,490	Ordinary Fully Paid Shares	58,490
09/23/2014	GAUS	Return of lent shares	N/A	122,744	Ordinary Fully Paid Shares	122,744
09/23/2014	GSI	Return of borrowed shares	N/A	122,744	Ordinary Fully Paid Shares	122,744
09/23/2014	GSA	Borrow of shares	N/A	478,959	Ordinary Fully Paid Shares	478,959
09/23/2014	GSA	Return of lent shares	N/A	814,227	Ordinary Fully Paid Shares	814,227
09/23/2014	GSI	Return of borrowed shares	N/A	84,493	Ordinary Fully Paid Shares	84,493
09/23/2014	GSCO	Loan of shares	N/A	84,493	Ordinary Fully Paid Shares	84,493
09/23/2014	GSI	Borrow of shares	N/A	84,493	Ordinary Fully Paid Shares	84,493
09/23/2014	GSCO	Return of lent shares	N/A	84,493	Ordinary Fully Paid Shares	84,493
09/24/2014	GSI	Sell	8,213	3,436	Ordinary Fully Paid Shares	3,436
09/24/2014	GSI	Sell	1,924	805	Ordinary Fully Paid Shares	805
09/24/2014	GSI	Sell	6,308	2,639	Ordinary Fully Paid Shares	2,639
09/24/2014	GSI	Sell	9,588	4,011	Ordinary Fully Paid Shares	4,011
09/24/2014	GSI	Sell	298,777	123,502	Ordinary Fully Paid Shares	123,502
09/24/2014	GSI	Sell	61,517	25,660	Ordinary Fully Paid Shares	25,660
09/24/2014	GSI	Sell	14,861	6,217	Ordinary Fully Paid Shares	6,217
09/24/2014	GSI	Buy	275,934	114,618	Ordinary Fully Paid Shares	114,618
09/24/2014	GSI	Sell	103,434	42,768	Ordinary Fully Paid Shares	42,768
09/24/2014	GSI	Return of borrowed shares	N/A	814,227	Ordinary Fully Paid Shares	814,227
09/24/2014	GSI	Loan of shares	N/A	478,959	Ordinary Fully Paid Shares	478,959
09/25/2014	GSI	Buy	46,283	19,507	Ordinary Fully Paid Shares	19,507
09/25/2014	GSI	Sell	11,993	4,997	Ordinary Fully Paid Shares	4,997
09/25/2014	GSAMA	Sell	27,487	11,549	Ordinary Fully Paid Shares	11,549
09/25/2014	GAUS	Return of lent shares	N/A	44,929	Ordinary Fully Paid Shares	44,929
09/25/2014	GSI	Return of borrowed shares	N/A	44,929	Ordinary Fully Paid Shares	44,929
09/26/2014	GSI	Sell	43,122	18,333	Ordinary Fully Paid Shares	18,333
09/26/2014	GSI	Buy	69,539	29,845	Ordinary Fully Paid Shares	29,845
09/26/2014	GSI	Sell	18,160	7,794	Ordinary Fully Paid Shares	7,794
09/26/2014	GSI	Buy	32,937	14,142	Ordinary Fully Paid Shares	14,142
09/26/2014	GSAMA	Sell	1,391	592	Ordinary Fully Paid Shares	592
09/29/2014	GSI	Sell	48,763	20,768	Ordinary Fully Paid Shares	20,768
09/30/2014	GSAMI	Buy	468,118	200,909	Ordinary Fully Paid Shares	200,909
09/30/2014	GSAMLP	Buy	150,241	64,481	Ordinary Fully Paid Shares	64,481
09/30/2014	GSI	Sell	10,210	4,371	Ordinary Fully Paid Shares	4,371
09/30/2014	GSI	Buy	6,978	2,982	Ordinary Fully Paid Shares	2,982
09/30/2014	GAUS	Sell	54,611	23,438	Ordinary Fully Paid Shares	23,438

Date of Change	Holder of Relevant Interest	Nature of Change	Consideration (AUD)	Class and Number of Securities		Person's votes affected
10/01/2014	GAUS	Sell	103,994	44,442	Ordinary Fully Paid Shares	44,442
10/01/2014	GSI	Sell	68,752	28,938	Ordinary Fully Paid Shares	28,938
10/01/2014	GSI	Buy	977	415	Ordinary Fully Paid Shares	415
10/02/2014	GSI	Buy	39,282	16,828	Ordinary Fully Paid Shares	16,828
10/02/2014	GSI	Sell	38,552	16,332	Ordinary Fully Paid Shares	16,332
10/03/2014	GSI	Buy	4,942	2,093	Ordinary Fully Paid Shares	2,093
10/03/2014	GSI	Sell	5,262	2,230	Ordinary Fully Paid Shares	2,230
10/03/2014	GSI	Return of borrowed shares	N/A	23,438	Ordinary Fully Paid Shares	23,438
10/03/2014	GAUS	Return of lent shares	N/A	23,438	Ordinary Fully Paid Shares	23,438
10/06/2014	GSI	Buy	20,291	8,634	Ordinary Fully Paid Shares	8,634
10/06/2014	GSI	Sell	3,513	1,493	Ordinary Fully Paid Shares	1,493
10/07/2014	GSI	Sell	10,557	4,518	Ordinary Fully Paid Shares	4,518
10/07/2014	GSI	Buy	67,129	28,822	Ordinary Fully Paid Shares	28,822
10/07/2014	GSI	Buy	20,275	8,654	Ordinary Fully Paid Shares	8,654
10/07/2014	GSI	Return of borrowed shares	N/A	44,442	Ordinary Fully Paid Shares	44,442
10/07/2014	GAUS	Return of lent shares	N/A	44,442	Ordinary Fully Paid Shares	44,442
10/07/2014	GSI	Return of borrowed shares	N/A	52,712	Ordinary Fully Paid Shares	52,712
10/07/2014	GSCO	Return of lent shares	N/A	64,070	Ordinary Fully Paid Shares	64,070
10/07/2014	GSI	Borrow of shares	N/A	116,782	Ordinary Fully Paid Shares	116,782
10/07/2014	GSCO	Return of lent shares	N/A	52,712	Ordinary Fully Paid Shares	52,712
10/07/2014	GSI	Return of borrowed shares	N/A	64,070	Ordinary Fully Paid Shares	64,070
10/07/2014	GSCO	Loan of shares	N/A	116,782	Ordinary Fully Paid Shares	116,782
10/08/2014	GSI	Sell	16,066	6,925	Ordinary Fully Paid Shares	6,925
10/08/2014	GSI	Buy	928	400	Ordinary Fully Paid Shares	400
10/08/2014	GSAMA	Sell	6,961	2,994	Ordinary Fully Paid Shares	2,994
10/09/2014	GSI	Buy	58,072	25,292	Ordinary Fully Paid Shares	25,292
10/09/2014	GSI	Sell	100,368	43,262	Ordinary Fully Paid Shares	43,262
10/10/2014	GAUS	Sell	3,044	1,347	Ordinary Fully Paid Shares	1,347
10/10/2014	GSI	Sell	88,152	38,836	Ordinary Fully Paid Shares	38,836
10/10/2014	GSI	Buy	653	287	Ordinary Fully Paid Shares	287
10/13/2014	GSAMF	Buy	13,053	5,700	Ordinary Fully Paid Shares	5,700
10/13/2014	GSI	Sell	3,736	1,642	Ordinary Fully Paid Shares	1,642
10/14/2014	GSAMLP	Buy	44,679	19,225	Ordinary Fully Paid Shares	19,225
10/14/2014	GSI	Sell	45,394	19,528	Ordinary Fully Paid Shares	19,528
10/14/2014	GSI	Sell	562,499	243,022	Ordinary Fully Paid Shares	243,022
10/14/2014	GSI	Sell	82,655	35,557	Ordinary Fully Paid Shares	35,557
10/14/2014	GSI	Sell	81,460	35,043	Ordinary Fully Paid Shares	35,043
10/14/2014	GSI	Sell	75,117	32,306	Ordinary Fully Paid Shares	32,306
10/14/2014	GSI	Sell	278,609	119,568	Ordinary Fully Paid Shares	119,568
10/14/2014	GSI	Sell	197,630	85,018	Ordinary Fully Paid Shares	85,018
10/14/2014	GSI	Sell	139,713	60,103	Ordinary Fully Paid Shares	60,103
10/14/2014	GSI	Buy	49,530	21,286	Ordinary Fully Paid Shares	21,286
10/14/2014	GSAMA	Buy	5,611	2,408	Ordinary Fully Paid Shares	2,408
10/15/2014	GSAMI	Sell	19,950	8,629	Ordinary Fully Paid Shares	8,629
10/15/2014	GSI	Buy	17,895	7,760	Ordinary Fully Paid Shares	7,760
10/15/2014	GSI	Sell	4,264	1,840	Ordinary Fully Paid Shares	1,840
10/15/2014	GAUS	Return of lent shares	N/A	1,347	Ordinary Fully Paid Shares	1,347
10/15/2014	GSI	Return of borrowed shares	N/A	1,347	Ordinary Fully Paid Shares	1,347
10/16/2014	GSCO	Borrow of shares	N/A	20,000	Ordinary Fully Paid Shares	20,000

Date of Change	Holder of Relevant Interest	Nature of Change	Consideration (AUD)	Class and Number of Securities		Person's votes affected
10/16/2014	GSI	Sell	43,021	18,834	Ordinary Fully Paid Shares	18,834
10/16/2014	GSI	Sell	20,288	8,791	Ordinary Fully Paid Shares	8,791
10/16/2014	GSI	Buy	16,961	7,317	Ordinary Fully Paid Shares	7,317
10/16/2014	GSAMA	Buy	2,798	1,206	Ordinary Fully Paid Shares	1,206
10/16/2014	GSI	Return of borrowed shares	N/A	32,009	Ordinary Fully Paid Shares	32,009
10/16/2014	GSCO	Loan of shares	N/A	32,009	Ordinary Fully Paid Shares	32,009
10/16/2014	GSCO	Return of lent shares	N/A	32,009	Ordinary Fully Paid Shares	32,009
10/16/2014	GSI	Borrow of shares	N/A	32,009	Ordinary Fully Paid Shares	32,009
10/16/2014	GSI	Borrow of shares	N/A	148,791	Ordinary Fully Paid Shares	148,791
10/16/2014	GSCO	Loan of shares	N/A	148,791	Ordinary Fully Paid Shares	148,791
10/16/2014	GSI	Return of borrowed shares	N/A	116,782	Ordinary Fully Paid Shares	116,782
10/16/2014	GSCO	Return of lent shares	N/A	116,782	Ordinary Fully Paid Shares	116,782
10/16/2014	GSI	Return of borrowed shares	N/A	32,009	Ordinary Fully Paid Shares	32,009
10/16/2014	GSCO	Return of lent shares	N/A	32,009	Ordinary Fully Paid Shares	32,009
10/17/2014	GSI	Buy	78,396	34,082	Ordinary Fully Paid Shares	34,082
10/17/2014	GSI	Sell	17,114	7,414	Ordinary Fully Paid Shares	7,414
10/17/2014	GSI	Borrow of shares	N/A	16,700	Ordinary Fully Paid Shares	16,700
10/17/2014	GSCO	Loan of shares	N/A	16,700	Ordinary Fully Paid Shares	16,700
10/17/2014	GSCO	Return of lent shares	N/A	12,184	Ordinary Fully Paid Shares	12,184
10/17/2014	GSCO	Return of lent shares	N/A	4,532	Ordinary Fully Paid Shares	4,532
10/17/2014	GSCO	Return of lent shares	N/A	51,171	Ordinary Fully Paid Shares	51,171
10/17/2014	GSCO	Loan of shares	N/A	67,887	Ordinary Fully Paid Shares	67,887
10/17/2014	GSI	Return of borrowed shares	N/A	12,184	Ordinary Fully Paid Shares	12,184
10/17/2014	GSI	Return of borrowed shares	N/A	4,532	Ordinary Fully Paid Shares	4,532
10/17/2014	GSI	Return of borrowed shares	N/A	51,171	Ordinary Fully Paid Shares	51,171
10/17/2014	GSI	Borrow of shares	N/A	67,887	Ordinary Fully Paid Shares	67,887
10/17/2014	GSI	Borrow of shares	N/A	233,378	Ordinary Fully Paid Shares	233,378
10/17/2014	GSCO	Loan of shares	N/A	233,378	Ordinary Fully Paid Shares	233,378
10/17/2014	GSI	Return of borrowed shares	N/A	16,700	Ordinary Fully Paid Shares	16,700
10/17/2014	GSCO	Return of lent shares	N/A	16,700	Ordinary Fully Paid Shares	16,700
10/17/2014	GSI	Return of borrowed shares	N/A	148,791	Ordinary Fully Paid Shares	148,791
10/17/2014	GSCO	Return of lent shares	N/A	148,791	Ordinary Fully Paid Shares	148,791
10/17/2014	GSI	Return of borrowed shares	N/A	67,887	Ordinary Fully Paid Shares	67,887
10/17/2014	GSCO	Return of lent shares	N/A	67,887	Ordinary Fully Paid Shares	67,887
10/20/2014	GSCO	Borrow of shares	N/A	50,000	Ordinary Fully Paid Shares	50,000
10/20/2014	GSA	Buy	6,091	2,637	Ordinary Fully Paid Shares	2,637
10/20/2014	GSA	Buy	138,040	59,596	Ordinary Fully Paid Shares	59,596
10/20/2014	GSI	Sell	24,285	10,479	Ordinary Fully Paid Shares	10,479
10/20/2014	GSI	Buy	39,390	17,052	Ordinary Fully Paid Shares	17,052
10/20/2014	GSAMA	Sell	2,727	1,178	Ordinary Fully Paid Shares	1,178
10/21/2014	GSI	Borrow of shares	N/A	390,000	Ordinary Fully Paid Shares	390,000
10/21/2014	GSI	Sell	29,654	13,436	Ordinary Fully Paid Shares	13,436
10/21/2014	GSA	Sell	224,252	102,398	Ordinary Fully Paid Shares	102,398
10/21/2014	GSA	Buy	16,840	7,707	Ordinary Fully Paid Shares	7,707
10/21/2014	GSI	Sell	4,773	2,103	Ordinary Fully Paid Shares	2,103
10/21/2014	GSI	Buy	156,234	70,995	Ordinary Fully Paid Shares	70,995
10/21/2014	GSA	Sell	1,096,500	500,000	Ordinary Fully Paid Shares	500,000

Date of Change	Holder of Relevant Interest	Nature of Change	Consideration (AUD)	Class and Number of Securities		Person's votes affected
10/21/2014	GSA	Buy	202,064	92,293	Ordinary Fully Paid Shares	92,293
10/21/2014	GSI	Return of borrowed shares	N/A	4,789	Ordinary Fully Paid Shares	4,789
10/21/2014	GSI	Borrow of shares	N/A	4,789	Ordinary Fully Paid Shares	4,789
10/21/2014	GSCO	Return of lent shares	N/A	4,789	Ordinary Fully Paid Shares	4,789
10/21/2014	GSCO	Loan of shares	N/A	4,789	Ordinary Fully Paid Shares	4,789
10/21/2014	GSI	Borrow of shares	N/A	238,167	Ordinary Fully Paid Shares	238,167
10/21/2014	GSCO	Loan of shares	N/A	238,167	Ordinary Fully Paid Shares	238,167
10/21/2014	GSI	Return of borrowed shares	N/A	233,378	Ordinary Fully Paid Shares	233,378
10/21/2014	GSCO	Return of lent shares	N/A	233,378	Ordinary Fully Paid Shares	233,378
10/21/2014	GSI	Return of borrowed shares	N/A	4,789	Ordinary Fully Paid Shares	4,789
10/21/2014	GSCO	Return of lent shares	N/A	4,789	Ordinary Fully Paid Shares	4,789
10/22/2014	GSCO	Borrow of shares	N/A	500,000	Ordinary Fully Paid Shares	500,000
10/22/2014	GSCO	Borrow of shares	N/A	412,838	Ordinary Fully Paid Shares	412,838
10/22/2014	GSAMF	Buy	8,720	4,000	Ordinary Fully Paid Shares	4,000
10/22/2014	GSA	Buy	25,062	11,444	Ordinary Fully Paid Shares	11,444
10/22/2014	GSI	Buy	59,053	26,940	Ordinary Fully Paid Shares	26,940
10/22/2014	GSA	Buy	6,944,000	3,200,000	Ordinary Fully Paid Shares	3,200,000
10/22/2014	GSA	Sell	485,451	221,114	Ordinary Fully Paid Shares	221,114
10/22/2014	GSA	Sell	3,109	1,426	Ordinary Fully Paid Shares	1,426
10/22/2014	GSI	Sell	27,522	12,454	Ordinary Fully Paid Shares	12,454
10/22/2014	GSA	Sell	222,018	101,147	Ordinary Fully Paid Shares	101,147
10/22/2014	GSA	Sell	387,825	178,721	Ordinary Fully Paid Shares	178,721
10/22/2014	GSA	Sell	428,671	196,638	Ordinary Fully Paid Shares	196,638
10/22/2014	GSA	Return of borrowed shares	N/A	62,233	Ordinary Fully Paid Shares	62,233
10/23/2014	GSI	Sell	135,670	61,959	Ordinary Fully Paid Shares	61,959
10/23/2014	GSA	Buy	1,192,994	549,767	Ordinary Fully Paid Shares	549,767
10/23/2014	GSI	Buy	1,073	490	Ordinary Fully Paid Shares	490
10/23/2014	GSA	Sell	1,260,008	580,297	Ordinary Fully Paid Shares	580,297
10/23/2014	GSA	Sell	693,620	316,715	Ordinary Fully Paid Shares	316,715
10/23/2014	GSI	Return of lent shares	N/A	62,233	Ordinary Fully Paid Shares	62,233
10/23/2014	GSI	Borrow of shares	N/A	52,500	Ordinary Fully Paid Shares	52,500
10/23/2014	GSCO	Loan of shares	N/A	52,500	Ordinary Fully Paid Shares	52,500
10/23/2014	GSA	Borrow of shares	N/A	502,398	Ordinary Fully Paid Shares	502,398
10/23/2014	GSI	Return of borrowed shares	N/A	27,635	Ordinary Fully Paid Shares	27,635
10/23/2014	GSCO	Return of lent shares	N/A	27,635	Ordinary Fully Paid Shares	27,635
10/23/2014	GSCO	Loan of shares	N/A	27,635	Ordinary Fully Paid Shares	27,635
10/23/2014	GSI	Borrow of shares	N/A	27,635	Ordinary Fully Paid Shares	27,635
10/24/2014	GSI	Borrow of shares	N/A	525,000	Ordinary Fully Paid Shares	525,000
10/24/2014	GSA	Sell	109,835	50,000	Ordinary Fully Paid Shares	50,000
10/24/2014	GSA	Sell	132,177	60,352	Ordinary Fully Paid Shares	60,352
10/24/2014	GSI	Sell	50,588	23,099	Ordinary Fully Paid Shares	23,099
10/24/2014	GSI	Buy	2,252	1,027	Ordinary Fully Paid Shares	1,027
10/24/2014	GSI	Borrow of shares	N/A	17,500	Ordinary Fully Paid Shares	17,500
10/24/2014	GSCO	Loan of shares	N/A	17,500	Ordinary Fully Paid Shares	17,500
10/24/2014	GSI	Loan of shares	N/A	502,398	Ordinary Fully Paid Shares	502,398
10/24/2014	GSA	Return of borrowed shares	N/A	478,959	Ordinary Fully Paid Shares	478,959
10/24/2014	GSA	Loan of shares	N/A	1,962,631	Ordinary Fully Paid Shares	1,962,631
10/24/2014	GSA	Return of borrowed shares	N/A	70,808	Ordinary Fully Paid Shares	70,808

Date of Change	Holder of Relevant Interest	Nature of Change	Consideration (AUD)	Class and Number of Securities		Person's votes affected
10/24/2014	GSI	Return of borrowed shares	N/A	17,494	Ordinary Fully Paid Shares	17,494
10/24/2014	GSCO	Loan of shares	N/A	17,494	Ordinary Fully Paid Shares	17,494
10/24/2014	GSI	Borrow of shares	N/A	17,494	Ordinary Fully Paid Shares	17,494
10/24/2014	GSCO	Return of lent shares	N/A	17,494	Ordinary Fully Paid Shares	17,494
10/24/2014	GSI	Borrow of shares	N/A	210,538	Ordinary Fully Paid Shares	210,538
10/24/2014	GSCO	Loan of shares	N/A	210,538	Ordinary Fully Paid Shares	210,538
10/24/2014	GSI	Return of borrowed shares	N/A	210,532	Ordinary Fully Paid Shares	210,532
10/24/2014	GSCO	Return of lent shares	N/A	210,532	Ordinary Fully Paid Shares	210,532
10/24/2014	GSI	Return of borrowed shares	N/A	6	Ordinary Fully Paid Shares	6
10/24/2014	GSCO	Return of lent shares	N/A	6	Ordinary Fully Paid Shares	6
10/27/2014	GSA	Sell	105,153	47,366	Ordinary Fully Paid Shares	47,366
10/27/2014	GSI	Buy	521	235	Ordinary Fully Paid Shares	235
10/27/2014	GSI	Sell	7,754	3,502	Ordinary Fully Paid Shares	3,502
10/27/2014	GSI	Return of lent shares	N/A	70,808	Ordinary Fully Paid Shares	70,808
10/27/2014	GSI	Return of lent shares	N/A	478,959	Ordinary Fully Paid Shares	478,959
10/27/2014	GSI	Borrow of shares	N/A	1,962,631	Ordinary Fully Paid Shares	1,962,631
10/27/2014	GSI	Borrow of shares	N/A	684,628	Ordinary Fully Paid Shares	684,628
10/27/2014	GSCO	Loan of shares	N/A	684,628	Ordinary Fully Paid Shares	684,628
10/27/2014	GSA	Return of lent shares	N/A	347,245	Ordinary Fully Paid Shares	347,245
10/27/2014	GSCO	Return of lent shares	N/A	210,538	Ordinary Fully Paid Shares	210,538
10/27/2014	GSCO	Loan of shares	N/A	210,538	Ordinary Fully Paid Shares	210,538
10/27/2014	GSI	Return of borrowed shares	N/A	210,538	Ordinary Fully Paid Shares	210,538
10/27/2014	GSI	Borrow of shares	N/A	210,538	Ordinary Fully Paid Shares	210,538
10/28/2014	GSI	Borrow of shares	N/A	110,000	Ordinary Fully Paid Shares	110,000
10/28/2014	GSI	Buy	18,586	8,391	Ordinary Fully Paid Shares	8,391
10/28/2014	GSI	Sell	46,992	21,167	Ordinary Fully Paid Shares	21,167
10/28/2014	GSA	Buy	21,003	9,434	Ordinary Fully Paid Shares	9,434
10/28/2014	GSA	Sell	38,610	17,314	Ordinary Fully Paid Shares	17,314
10/28/2014	GSI	Return of borrowed shares	N/A	347,245	Ordinary Fully Paid Shares	347,245
10/28/2014	GSI	Borrow of shares	N/A	171,157	Ordinary Fully Paid Shares	171,157
10/28/2014	GSCO	Loan of shares	N/A	171,157	Ordinary Fully Paid Shares	171,157
10/28/2014	GSA	Return of lent shares	N/A	110,352	Ordinary Fully Paid Shares	110,352
10/29/2014	GSI	Sell	51,208	22,525	Ordinary Fully Paid Shares	22,525
10/29/2014	GSA	Sell	374,278	165,956	Ordinary Fully Paid Shares	165,956
10/29/2014	GSI	Buy	151,497	67,180	Ordinary Fully Paid Shares	67,180
10/29/2014	GSA	Sell	112,735	50,000	Ordinary Fully Paid Shares	50,000
10/29/2014	GSA	Buy	656,435	291,113	Ordinary Fully Paid Shares	291,113
10/29/2014	GSI	Return of borrowed shares	N/A	110,352	Ordinary Fully Paid Shares	110,352

Date of Change	Holder of Relevant Interest	Nature of Change	Consideration (AUD)	Class and Number of Securities		Person's votes affected
10/29/2014	GSA	On 29 October 2014, GSA entered into a sale agreement ("Agreement") (attached in Annexure D) with each Vendor listed in Schedule 1 of the Agreement. Upon signing the Agreement, pursuant to the operation of the Corporations Act 2001 (Cth) and clause 2.7 of the Agreement, GSA obtained a technical relevant interest.	N/A	81,416,687	Ordinary Fully Paid Shares	81,416,687

Signature

print name Raymond Chow capacity Authorised Person
 (signing under power of attorney in
 accordance with section 52 of the
 Corporations Act)

sign here



date 31 October 2014

THIS IS ANNEXURE D OF 24 PAGES REFERRED TO IN FORM 604 NOTICE OF CHANGE OF INTERESTS OF SUBSTANTIAL HOLDER

PLEASE NOTE THIS DOCUMENT IS FOR PERSONAL USE ONLY

THE GOLDMAN SACHS GROUP, INC. ("GSGI") ON BEHALF OF ITSELF AND ITS SUBSIDIARIES ("GOLDMAN SACHS GROUP") INCLUDING ITS SIGNIFICANT SUBSIDIARIES LISTED IN ANNEXURE A ("SIGNIFICANT SUBSIDIARIES") AND GOLDMAN SACHS HOLDINGS ANZ PTY LIMITED AND ITS SUBSIDIARIES ("GOLDMAN SACHS AUSTRALIA GROUP")



Raymond Chow

Signing under power of attorney,
In accordance with section 52 of the Corporation Act

31 October 2014

Annexure D

COMMERCIAL-IN CONFIDENCE

29 October 2014

The PEP Shareholders as listed in Schedule 1 (each a **Vendor**)

Dear Sirs

Sale of Shares in Veda Group Limited (ABN 26 124 306 958)**1. Introduction**

This agreement sets out the terms and conditions upon which the Vendors as listed in Schedule 1 engage Goldman Sachs Australia Pty Ltd (ABN 21 006 797 897) (**Lead Manager**) to dispose of 100,000,000 existing fully paid ordinary shares in Veda Group Limited (ABN 26 124 306 958) (**Company**) held by the Vendor (**Sale Shares**) (**Sale**) and the Lead Manager agrees to procure the disposal of the Sale Shares and to provide underwriting thereof, subject to clause 2, in accordance with the terms of this agreement.

2. Sale of shares**2.1 Sale**

The Vendors agree to sell the Sale Shares and the Lead Manager agrees to:

- (a) manage the sale of the Sale Shares by procuring purchasers for the Sale Shares at the price of A\$2.18 per Sale Share (**Sale Price**); and
- (b) subject to clause 2.7, to underwrite and guarantee the sale of the Sale Shares by purchasing at the Sale Price per Sale Share the Sale Shares which have not been purchased by third party purchasers (or the Lead Manager's related bodies corporate or Affiliates) in accordance with clause 2.1(a) as at 9.45am on the Trade Date (as defined in the Timetable in Schedule 2) (or such time as the parties agree in writing) (**Balance Shares**),

in accordance with the terms of this agreement. The Lead Manager acknowledges and agrees that the identity of purchasers, and the offers to them, must comply with the requirements of this clause 2 and, subject to the foregoing, may include the Lead Manager's respective related bodies corporate and Affiliates (as defined in clause 12.5).

2.2 Sale and Settlement Date

The Lead Manager shall procure that the sale of the Sale Shares under clause 2.1 shall be effected:

- (a) subject to clause 2.2(b), on the Trade Date, by way of one or more special crossings (in accordance with the Operating Rules of ASX) at the Sale Price, with settlement to follow on a T+3 basis in accordance with the ASX Settlement Operating Rules (**Settlement Date**); and
 - (b) in respect of any Restricted Shares (as defined in clause 2.7), in accordance with clause 2.8.
-

2.3 Sale Shares

Subject to clause 11, by 3.00pm on the Settlement Date, the Lead Manager shall arrange for the payment to each Vendor, or as each Vendor directs, of an amount equal to:

- (a) the Sale Price multiplied by the number of Sale Shares being sold by that Vendor (excluding the number of Restricted Shares retained by that Vendor in accordance with clause 2.7, if any); less
- (b) the Vendor's Respective Proportion (as defined below) of any fees payable under clause 4 (together with any GST payable on those fees),

by transfer to each Vendor's account for value (in cleared funds) against delivery of the Sale Shares (excluding the Restricted Shares, if any) being sold by the relevant Vendor. For the purposes of this Agreement, the **Respective Proportion** for each Vendor equals the Sale Shares being sold by the Vendor divided by the total number of Sale Shares.

2.4 Timetable

The Lead Manager must conduct the Sale in accordance with the timetable set out in Schedule 2 (**Timetable**) (unless the Vendors consent in writing to a variation).

2.5 Account Opening

On or before the Trade Date, the Lead Manager or its nominated Affiliate will (where relevant) open an account in the names of the Vendors in accordance with its usual practice, and do all such things necessary to enable it to act as Lead Manager to sell the Sale Shares in accordance with this agreement.

2.6 Manner of Sale

- (a) **Exempt investors and permitted jurisdictions.** The Lead Manager will conduct the Sale by way of an offer only to persons:
 - (i) if in Australia, who do not need disclosure under Part 6D.2 of the Corporations Act 2001 (Cth) (**Corporations Act**);
 - (ii) if outside Australia, to institutional and professional investors in the Permitted Jurisdictions (as defined below) but not elsewhere (other than the United States in accordance with this agreement) to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which the Vendors, in their sole and absolute discretion, is willing to comply), as determined by agreement between the Vendors and the Lead Manager; and
 - (iii) in accordance with the foreign offer restrictions provided to the Lead Manager before the execution of this agreement.

Permitted Jurisdictions means Belgium, Denmark, France, Germany, Hong Kong, Ireland, Italy, Luxembourg, Netherlands, New Zealand, Norway, Singapore, Sweden, Switzerland, United Arab Emirates (excluding Dubai International Financial Centre) and United Kingdom.

- (b) **Investor agreements.** The Lead Manager will ensure that investors that purchase Sale Shares (other than any Restricted Shares sold in regular brokered

transactions on the ASX in accordance with clause 2.8(d)) confirm, including through deemed representations and warranties:

- (i) their status as an investor meeting the requirements of this clause 2.6 and clause 2.9;
 - (ii) that they are able to make the relevant purchase in their compliance with all relevant laws and regulations (including the takeover and insider trading provisions of the Corporations Act and the Foreign Acquisitions and Takeovers Act 1975 (Cth) and related policy); and
 - (iii) that their bids constitute irrevocable acceptances of the Vendor's offers to sell Sale Shares, conditional only upon the Lead Manager sending a confirmation of the relevant allocation to the Vendor referred to in clause 3.2(b)(i) (with the applicable agreement being formed when and in the place where that Vendor receives such communication).
- (c) **Conduct and methodology.** The Sale will be conducted by the Lead Manager, in consultation with the Vendors and its advisers, as follows:
- (i) the Vendors and its advisers are to be given all reasonable access to feedback from prospective and targeted participants; and
 - (ii) the Lead Manager must give regular information to the Vendors and its advisers about the progress of the Sale, including information as to the Lead Manager's current views on demand and allocation, through meetings or teleconferences, and in any event must provide such information upon reasonable request by the Vendors or its advisers.
- (d) **Allocations.** Allocations of the Sale Shares to purchasers must be made by the Lead Manager in consultation with the Vendors and its advisers provided that no allocation of Sale Shares may be made to a single purchaser (and any of its associates) that will result in that purchaser (together with any of its associates) being allocated under this Agreement more than 5% of the issued share capital of the Company without the prior consent of the Vendors.
- (e) **Confirmation letter.** The Lead Manager agrees it will only sell the Sale Shares (other than any Restricted Shares sold in regular brokered transactions on the ASX in accordance with clause 2.8(d)) to persons specified in clause 2.9 that execute a letter on or prior to the Settlement Date in the form agreed in writing by the Vendors (acting reasonably) and the Lead Manager (and as may be amended by mutual agreement in writing, such agreement not to be unreasonably withheld or delayed) (**Confirmation Letter**).

2.7 Principal Shares

Notwithstanding anything else in this Agreement the number of Sale Shares which must be purchased by the Lead Manager under the terms of this Agreement (**Principal Shares**) will be the lesser of:

- (a) the Balance Shares; and
- (b) the maximum number of the Sale Shares that can be sold to the Lead Manager without:
 - (i) the Lead Manager or any of its Affiliates being obliged to notify the Treasurer of Australia under section 26 of the Foreign Acquisitions and Takeovers Act 1975 (Cth) (FATA); or

- (ii) breach by the Lead Manager or any of its associates of section 606 of the Corporations Act 2001 (Cth) (**Corporations Act**).

The Lead Manager warrants that the information it provides to the Vendors to enable them to calculate the number of Principal Shares in accordance with this clause 2.7 will, at the time it is given, be accurate. If the number of Principal Shares is less than the number of Balance Shares, such difference to be referred to in this Agreement as the **Restricted Shares**, the Vendors agree to retain any Restricted Shares on a pro rata basis, subject to the terms of this Agreement.

2.8 Restricted Shares

- (a) **Advance Amount.** By 3:00pm on the Settlement Date, the Lead Manager must advance to the Vendors in their Respective Proportions an amount equal to the number of Restricted Shares (if any) multiplied by the Sale Price (**Advance Amount**). No interest will be payable on the Advance Amount. Each Vendor must only repay their Respective Proportion of the Advance Amount from and to the extent that each Vendor receives the proceeds of sale of the Restricted Shares. The outstanding Advance Amount will not be repayable in any circumstances in respect of Restricted Shares not sold by the End Date (as defined in clause 2.8(c) below) and the agency provided for in clause 2.8(c) will terminate at that time or at such earlier time when all Restricted Shares have been sold. If a Vendor receives a dividend or other distribution on a Restricted Share prior to the End Date, where that dividend or distribution was announced on or after the Trade Date, then the Vendor must pay the after-tax amount of the receipt to the Lead Manager in reduction of the Advance Amount applicable to that Restricted Share.
- (b) **Repayment.** The Lead Manager will automatically apply any proceeds of sale of the Restricted Shares as agent against repayment of the Advance Amount by the Vendors (on a pro rata basis), immediately upon receipt of those proceeds.
- (c) **Restricted Shares.** If there are Restricted Shares, then the Lead Manager will sell, as agent for the Vendors, in the ordinary course of the Lead Manager's business, the Restricted Shares by the date that is 30 Business Days after the date of this agreement (**End Date**). The Vendors must comply with directions of the Lead Manager to transfer Restricted Shares (in their Respective Proportions) in order to settle any such sale, provided that all sales must be effected by 7.00 pm on the End Date;
- (d) **Execution of sale of Restricted Shares.** The Lead Manager agrees that the sale of the Restricted Shares will be effected by way of one or more special crossings in accordance with the Operating Rules of the ASX and the ASX Settlement Operating Rules, and/or by way of one or more regular brokered transactions on the ASX on the condition that neither it, nor any person acting on its behalf, knows, or has reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States. Settlement of Restricted Shares sold in this manner will occur on a T + 3 basis (where T represents the date on which the relevant share was sold).
- (e) **Indemnity for Restricted Shares.** The Lead Manager must indemnify the Vendors for any shortfall between the actual price received for each Restricted Share sold (if any) as agent and the Sale Price in accordance with clause 2.8(c). Any such indemnified amount is to be paid to the Vendors on settlement in accordance with clause 2.8(d).
- (f) **Interest in Restricted Shares.** The parties acknowledge that the Lead Manager does not acquire any interest in the Restricted Shares (if any) or any rights in them

(by way of security or otherwise) in respect of them except as agent for the sale of those shares.

2.9 U.S. Securities Act

The Sale Shares shall only be offered and sold:

- (a) to persons that are not in the United States and are not acting for the account or benefit of persons in the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act of 1933 (**U.S. Securities Act**)) in reliance on Regulation S under the U.S. Securities Act (**Regulation S**); and
- (b) to persons in the United States or who are acting for the account or benefit of persons in the United States (i) whom the Lead Manager reasonably believes to be qualified institutional buyers (**QIBs**), as defined in Rule 144A under the U.S. Securities Act, in transactions exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 144A thereunder; or (ii) that are dealers or other professional fiduciaries organised, incorporated or (if an individual) resident in the United States that are acting for an account (other than an estate or trust) held for the benefit or account of persons that are not "U.S. persons" (as defined in Regulation S) for which they have, and are exercising, investment discretion within the meaning of Rule 902(k)(2)(i) of Regulation S (**Eligible U.S Fund Managers**) in relation on Regulation S.

3. Offer and Acceptance

3.1 Offer

By the Vendors executing this Agreement and providing a copy of the Agreement, for execution, to the Lead Manager, the Vendors offer to enter into this Agreement, including offering to sell to the Lead Manager the Balance Shares (if any) the subject of clauses 2.1(b) (but subject to clause 2.7) in accordance with the terms and conditions set out in this Agreement.

3.2 Acceptance of Offer

- (a) By the Lead Manager executing this Agreement or a counterpart of this Agreement and complying with clause 3.2(b) the Lead Manager accepts the offer set out in clause 3.1.
- (b) This offer can only be accepted by the Lead Manager:
 - (i) sending to Pacific Equity Partners Fund III GP (Jersey) Limited (**PEP III**) to the email address for that entity described in Schedule 1, a scanned image of the Lead Manager's completed signature block as an attachment to an email which states that provision of that attachment constitutes acceptance of the terms of this Agreement; and
 - (ii) immediately forwarding a copy of that email (including its attachment) to the Vendor's solicitors as described in Schedule 1.

3.3 Formation

- (a) The parties agree that this Agreement is formed when and in the place where PEP III receives communication of the Lead Manager's acceptance of the offer in accordance with clause 3.2(b)(i).

- (b) This Agreement binds the Lead Manager and the Vendors immediately upon the PEP III receiving the Lead Manager's acceptance of the Vendor's offer in accordance with clause 3.2(b).

4. Fees and costs

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

5. GST

5.1 Input Tax Credit

Any fees which the parties agree to be payable to the Lead Manager and any other amounts payable to the Lead Manager under this Agreement are to be agreed and calculated to be exclusive of GST. However, if any amounts payable to the Lead Manager under this Agreement are calculated by reference to a cost or expense incurred by the Lead Manager, the amount payable to the Lead Manager under any other provision of this Agreement must be reduced by the amount of any input tax credit to which the Lead Manager reasonably determines it (or the representative member of the same GST group of which the Lead Manager is a member) is entitled for an acquisition in connection with that cost or expense.

5.2 Tax invoice

If any supply made under this Agreement is a taxable supply, the entity making the taxable supply (**Supplier**) must issue a valid tax invoice to the party providing the consideration for that taxable supply (**Recipient**). The tax invoice issued by the Supplier must comply with GST law and it should set out in detail (but not be limited to) the nature of the taxable supply, the consideration attributable to the taxable supply, the amount of GST payable by the Supplier in connection with the taxable supply and any other details reasonably requested by the Recipient. The GST amount means, in relation to a taxable supply, the amount of GST for which the Supplier is liable in respect of the taxable supply (**GST Amount**).

5.3 Timing of Payment

Subject to receipt of a valid tax invoice, the Recipient must pay the GST Amount in connection with a taxable supply made by the Supplier to the Recipient at the same time that the Recipient must provide the consideration for that taxable supply (under the other provisions of this Agreement), or if later, within 5 business days of the Recipient receiving a tax invoice for that taxable supply.

5.4 Payment Differences

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

5.5 Defined Terms

The references to "GST" and other terms used in this Agreement (except Recipient and GST Amount) have the meaning given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time). However, any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 5.

5.6 References

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

6. Undertakings

6.1 Moratorium

- (a) Each Vendor represents and warrants that it will not from the date of this Agreement until the day following the announcement of the Company's financial results for the half-year ending 31 December 2014 to ASX (the **Escrow Period**), Deal in all or any of the fully paid ordinary shares held by it in the Company (**Remaining Shares**) after the sale of the Sale Shares pursuant to this Agreement, excluding:
 - (i) in order to satisfy demand from eligible shareholders under a Company initiated dividend reinvestment plan (if any);
 - (ii) a repurchase (whether by buy-back, reduction of capital or other means) of Remaining Shares by the Company;
 - (iii) any acceptance by a Vendor of a takeover offer for the Company in accordance with Chapter 6 of the Corporations Act or transfer pursuant to a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (iv) a sale, transfer, or disposal to a third party where it is a condition of the sale that the third party announce an intention to acquire, or propose a transaction to acquire, greater than 50% of all Remaining Shares;
 - (v) the sale of any Restricted Shares in accordance with this agreement; and
 - (vi) a sale, transfer or disposal to an Affiliate of a Vendor that is subject to a representation and warranty on substantially the same terms as this clause 6.1(a) in respect of the Remaining Shares sold, transferred or disposed. For the avoidance of any doubt, any agreement by the Affiliate will be in respect of the Escrow Period.
- (b) Each party to this Agreement acknowledges that the representation and warranty in clause 6.1(a) is not intended to and does not give the Lead Manager any power to dispose of, or control the disposal of, the Remaining Shares the subject of the representation and warranty to the extent that the Lead Manager would be in breach of applicable laws to have such power, and a breach of the representation and warranty in those circumstances will only give rise to a right to damages and the parties acknowledge that, in such circumstances, damages are an adequate remedy for a breach of the representation and warranty.
- (c) Each party acknowledges that the representation and warranty in clause 6.1(a) has been provided to only address the financial consequences of the Vendors disposing of, or dealing with, any Remaining Shares held by it. Each party to this Agreement acknowledges that the Lead Manager is not entitled to a remedy of

specific performance for a breach of the representation and warranty in clause 6.1(a).

- (d) For the purposes of clause 6.1(a), "Deal", in respect of the "Remaining Shares", means:
- (i) sell, assign, transfer or otherwise dispose of;
 - (ii) agree or offer to sell, assign, transfer or otherwise dispose of;
 - (iii) enter into any option which, if exercised (whether such exercise is subject to conditions or otherwise), enables or requires the Vendor to sell, assign, transfer or otherwise dispose of; or
 - (iv) decrease or agree to decrease an economic interest in,
- the Remaining Shares.

7. Representations and Warranties

7.1 Representations and warranties by Vendors

As at the date of this agreement and on each day until and including the Settlement Date (or in the case where clause 2.7 applies in respect of the Lead Manager, 3 Business Days after the End Date), each Vendor represents and warrants to the Lead Manager that each of the following statements is true, accurate and not misleading.

- (a) **(body corporate)** it is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates;
- (d) **(agreement effective)** this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (e) **(ownership, encumbrances)** it is the registered holder and sole legal owner of the Sale Shares noted against its name in Schedule 1 and will transfer the full legal and beneficial ownership of those Sale Shares free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company;
- (f) **(Sale Shares)** following sale by it, the Sale Shares will rank equally in all respects with all other outstanding ordinary shares of the Company, including their entitlement to dividends;
- (g) **(control)** it does not control the Company (for the purposes of this clause 7.1(g), control having the meaning given in s50AA of the Corporations Act);
- (h) **(power to sell)** it has the corporate authority and power to sell the Sale Shares under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Shares;

-
- (i) **(no insider trading offence)** at the time of execution of this Agreement by the Vendor, the sale of the Sale Shares will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act;
 - (j) **(trustee)** where it is a trustee of a trust, it has been validly appointed as trustee of that trust, there is no current proposal to replace it as trustee of that trust and it has the right to be indemnified out of the assets of that trust;
 - (k) **(breach of law)** it will perform its obligations under this Agreement so as to comply with all applicable laws in Australia, including in particular the Corporations Act and the FATA, the United States of America and the jurisdictions specified in clause 2.6(a)(ii);
 - (l) none of it, any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation) has offered or sold, or will offer or sell, any of the Sale Shares in the United States, using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act;
 - (m) with respect to those Sale Shares sold in reliance on Regulation S, none of it, any of its Affiliates, or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act);
 - (n) to the best of its knowledge, the Company is a 'foreign private issuer' as defined in Rule 405 under the U.S. Securities Act and there is no 'substantial U.S. market interest' (as defined in Rule 902(j) under the U.S. Securities Act) in the Sale Shares or any security of the same class or series as the Sale Shares;
 - (o) neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Shares in violation of any applicable law;
 - (p) none of it, any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation or warranty), has solicited any offer to buy, offered to sell or sold, and none of them will solicit any offer to buy, offer to sell or sell in the United States or to, or for the account or benefit of, any person in the United States any security which could be integrated with the sale of the Sale Shares in a manner that would require the offer and sale of the Sale Shares to be registered under the U.S. Securities Act;
 - (q) subject to compliance by the Lead Manager with its obligation under clauses 7.2(g) to 7.2(l) of this Agreement, it is not necessary to register the offer and sale of the Sale Shares, and the initial resale of the Sale Shares by the Lead Manager, in the manner contemplated by this Agreement under the U.S. Securities Act, it being understood that it makes no representation or warranty about any subsequent resale of the Sale Shares;
 - (r) to the best of its knowledge, the Company is not and, solely after giving effect to the offering and sale of the Sale Shares, will not be, required to register as an "investment company" under U.S. Investment Company Act of 1940;
 - (s) to the best of its knowledge, the Sale Shares are eligible for resale pursuant to Rule 144A and are not of the same class as securities listed on a national
-

securities exchange registered under Section 6 of the U.S. Securities Exchange Act of 1934 (Exchange Act) or quoted in a U.S. automated interdealer quotation system; and

- (t) to the best of its knowledge, the Company is exempt from reporting under Section 13 or 15(d) of the Exchange Act pursuant to Rule 12g3-2(b) thereunder.

7.2 Representations and warranties of Lead Manager

As at the date of this Agreement and on each day until and including the Settlement Date (or in the case where clause 2.7 applies in respect of the Lead Manager, 3 Business Days after the End Date), the Lead Manager represents to the Vendors that each of the following statements is correct.

- (a) **(body corporate)** It is a body corporate validly existing and duly established and duly incorporated under the laws of its place of incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this Agreement and to carry out the transactions that this Agreement contemplates;
- (c) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this Agreement and its carrying out of the transactions that this Agreement contemplates;
- (d) **(licences)** it holds all licences, permits and authorities necessary for it to fulfil its obligations under this agreement and has complied with the terms and conditions of the same in all material respects;
- (e) **(agreement effective)** this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (f) **(breach of law)** the Lead Manager will perform its obligations under this agreement (and ensure, in relation to the Sale, that its related bodies corporate and Affiliates act in a manner) so as to comply with all applicable laws, including all applicable laws in Australia (including in particular the Corporations Act and the FATA and related policy), the United States of America and the jurisdictions specified in clause 2.6(a)(ii); provided that the Lead Manager will not be in breach of this warranty to the extent that any breach is caused or contributed to by an act or omission of a Vendor which constitutes a breach by a Vendor of its representations, warranties and undertakings in clause 7.1;
- (g) it is a QIB or is not in the United States;
- (h) it acknowledges that the offer and sale of the Sale Shares have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, persons in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;
- (i) none of it, its Affiliates nor any person acting on behalf of any of them has solicited offers for or offered to sell, and none of them will solicit offers for, or offer or sell, the Sale Shares in the United States, using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act;
- (j) all offers and sales of the Sale Shares in the United States by it and any of its Affiliates will be effected through its U.S. broker-dealer Affiliates;

- (k) it, its Affiliates and any person acting on behalf of any of them has offered and sold the Sale Shares, and will offer and sell the Sale Shares:
 - (i) in the United States or to, or for the account or benefit of, persons in the United States, only (A) to a limited number of persons that it reasonably believes to be QIBs in transactions exempt from the registration requirements of the U.S. Securities Act under Rule 144A thereunder, or (B) to Eligible U.S Fund Managers, in reliance on Regulation S; and
 - (ii) to persons that are not in the United States and are not, and are not acting for the account or benefit of, persons in the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in accordance with Regulation S,

and, in each case, has only sold and will only sell the Sale Shares to persons that have executed a Confirmation Letter (as defined in clause 2.6(e));
- (l) with respect to those Sale Shares sold in reliance on Regulation S, none of it, its Affiliates nor any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act); and
- (m) neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Shares in violation of any applicable law.

7.3 Reliance

Each party giving a representation and warranty acknowledges that the other parties have relied on the above representations and warranties in entering into this agreement and will continue to rely on these representations and warranties in performing their obligations under this agreement. The above representations and warranties continue in full force and effect notwithstanding completion of this agreement.

7.4 Notification

Each party agrees that it will tell the other parties immediately upon becoming aware of any of the following occurring prior to the completion of the sale of the Sale Shares:

- (a) any material change affecting any of the foregoing representations and warranties; or
- (b) any of the foregoing representations or warranties becoming materially untrue or materially incorrect.

8. Undertakings

Each Vendor undertakes to the Lead Manager to:

- (a) not, prior to settlement on the Settlement Date commit, be involved in or acquiesce in any activity which breaches:
 - (i) the Corporations Act and any other applicable laws;
 - (ii) its constitution;
 - (iii) the ASX Listing Rules;

- (iv) any legally binding requirement of ASIC or the ASX, as they apply to that Vendor; and
- (b) immediately notify the Lead Manager of any breach of any warranty or undertaking given by it under this Agreement;

each of these undertakings being material terms of this Agreement.

9. Indemnity

9.1 Each Vendor agrees with the Lead Manager that it will keep the Lead Manager and its Related Bodies Corporate (as that term is defined in the Corporations Act), and their respective directors, officers and employees (**Indemnified Parties**) indemnified against any losses, damages, liabilities, costs, claims, actions and demands (including any reasonable expenses arising in connection therewith) (**Losses**) to the extent that such Losses are incurred as a result of a breach of this Agreement by it, including any breach of any of the above representations or warranties given by it, and will reimburse the Lead Manager for all out of pocket costs, charges and expenses which it may reasonably pay or incur in connection with investigating, disputing or defending any such action, demand or claim for which it is indemnified under this Agreement.

9.2 The indemnity in clause 9.1 does not extend to and is not to taken as an indemnity against any Losses of an Indemnified Party to the extent any Losses have resulted from:

- (a) any fraud, recklessness, wilful misconduct or negligence of the Indemnified Party;
- (b) any penalty or fine which the Indemnified Party is required to pay for any contravention of any law;
- (c) any amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law
- (d) any announcements, advertisements or publicity made or distributed in relation to the sale of the Sale Shares without the written approval of the Vendors or its advisers (other than any announcements, advertisements or publicity in relation to the sale of the Sale Shares made or distributed under legal compulsion and time did not permit the Lead Manager to obtain such written approval); or
- (e) a breach by the Lead Manager of this agreement save to the extent such breach results from an act or omission on the part of a Vendor or a person acting on behalf of the Vendor, where the Lead Manager took reasonable steps to avoid or mitigate the occurrence of such breach,

and in all cases Losses does not include loss, damage or costs of subscription suffered solely as a result of the Lead Manager performing its obligations under clause 2.1(b)).

9.3 Each of the Vendors and an Indemnified Party must not settle any action, demand or claim to which the Indemnity in clause 9.1 is or will be sought without the prior written consent of the Vendors or the Lead Manager, as applicable, such consent not to be unreasonably withheld.

9.4 The indemnity in clause 9.1 is a continuing obligation, separate and independent from the other obligations of the parties under this Agreement and survives termination or completion of this Agreement. It is not necessary for the Lead Manager to incur expense or make payment before enforcing that indemnity.

9.5 The indemnity in clause 9.1 is granted to the Lead Manager both for itself and on trust for each of the Indemnified Parties.

- 9.6 Subject to clause 9.7, the parties agree that if for any reason the indemnity in clause 9.1, is unavailable or insufficient to hold harmless any Indemnified Party against any Losses against which the Indemnified Party is stated to be indemnified (other than expressly excluded), the respective proportional contributions of the Vendors and the Indemnified Party or the Indemnified Parties in relation to the relevant Losses will be as agreed, or failing agreement as determined by a court of competent jurisdiction, having regard to the participation in, instigation of or other involvement of the Vendors and the Indemnified Party or the Indemnified Parties in the act complained of, having particular regard to relative intent, knowledge, access to information and opportunity to correct any untrue statement or omission.
- 9.7 The Vendors agree with each of the Indemnified Parties that in no event will the Lead Manager and its associated Indemnified Parties be required to contribute under clause 9.6 to any Losses in an aggregate amount that exceeds the aggregate of the fees paid to the Lead Manager under this Agreement.
- 9.8 If an Indemnified Party pays an amount in relation to Losses where it is entitled to contribution from a Vendor under clause 9.6 the Vendors agree promptly to reimburse the Indemnified Party for that amount.
- 9.9 If a Vendor pays an amount to the Indemnified Parties in relation to Losses where it is entitled to contribution from the Indemnified Parties under clause 9.6 the Indemnified Parties must promptly reimburse the Vendors for that amount.

10. Announcements

- 10.1 The Vendors and the Lead Manager will consult each other in respect of any material public releases by any of them concerning the sale of the Sale Shares. The prior written consent of the Vendors must be obtained prior to the Lead Manager making any release or announcement or engaging in publicity in relation to the Sale of the Sale Shares and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction.
- 10.2 The Lead Manager may, after completion of its other obligations under this Agreement, place advertisements in financial and other newspapers and journals at its own expense describing their service to the Vendors provided such advertisements are in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction and are consistent with other publicly available information in relation to the subject matter of the announcement.

11. Event of termination

11.1 Right of termination.

If, at any time during the Risk Period (as defined in clause 11.4), a Vendor is in default of any of the terms and conditions of this Agreement or breaches any representation, warranty or undertaking given or made by it under this Agreement then the Lead Manager may terminate this agreement without cost or liability to itself at any time before the expiry of the Risk Period by giving written notice to the Vendors.

11.2 Materiality

No event listed in clause 11.1 entitles the Lead Manager to exercise its termination rights unless, in the bona fide opinion of the Lead Manager, it:

- (a) has, or would reasonably be expected to have, a material adverse effect on:

- (i) the willingness of persons to purchase the Sale Shares; or
 - (ii) (the price at which ordinary shares in the Company are sold on the ASX; or
- (b) would reasonably be expected to give rise to a liability of the Lead Manager under the Corporations Act or any other applicable law.

11.3 Effect of termination

Where, in accordance with this clause 11, the Lead Manager terminates its obligations under this Agreement:

- (a) the obligations of the Lead Manager under this Agreement immediately end; and
- (b) any entitlements of the Lead Manager accrued under this Agreement, including the right to be indemnified, up to the date of termination survive.

11.4 Risk Period

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

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

12. Miscellaneous

12.1 Entire agreement

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

12.2 Governing law

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

12.3 No assignment

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

12.4 Notices

Any notice, approval, consent, agreement, waiver or other communication in connection with this agreement must be in writing.

12.5 Affiliates

In this agreement the term "Affiliates" means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the

management, policies or activities of a person, whether through the ownership of securities by contract or agency or otherwise and the term "person" is deemed to include a partnership.

12.6 Business Day

In this agreement "Business Day" means a day on which:

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

12.7 Interpretation

In this agreement:

- (a) headings and sub-headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (c) a reference to "dollars" and "\$" is to Australian currency;
- (d) a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, severally and not jointly and severally; and
- (e) all references to time are to Sydney, New South Wales, Australia time.

12.8 Severability

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

12.9 Waiver and variation

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

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

12.10 No merger

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

12.11 Counterparts

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

12.12 Acknowledgement

Each Vendor acknowledges that:

- (a) the Lead Manager is not obliged to disclose to a Vendor or utilise for the benefit of a Vendor, any non-public information which the Lead Manager obtains in the normal course of its business where such disclosure or use would result in a breach of any obligation of confidentiality and any internal Chinese wall policies of the Lead Manager;
- (b) without prejudice to any claim a Vendor may have against the Lead Manager, no proceedings may be taken against any director, officer, employee or agent of the Lead Manager in respect of any claim that a Vendor may have against the Lead Manager;
- (c) it is contracting with the Lead Manager on an arm's length basis to provide the services described in this agreement and the Lead Manager has not and is not assuming any duties or obligations (fiduciary or otherwise) in respect of it other than those expressly set out in this Agreement;
- (d) in performing this Agreement, the Lead Manager will rely on the information provided to it by or on behalf of the Vendors and information in the public domain without having independently verified the same, and the Lead Manager does not assume any responsibility for the accuracy or completeness of such information for which the Vendors will be solely responsible;
- (e) the Lead Manager may perform the services contemplated by this Agreement in conjunction with their respective Affiliates, and any Affiliates performing these services are entitled to the benefits of and are subject to the terms of this Agreement; and nothing in this Agreement will be construed so as to give the Lead Manager or any of its associates voting power in more than 20% in the Company. In particular, the Lead Manager will not have the power to exercise, or control the exercise of, a right to vote attached to or the power to dispose of, or control the exercise of the power to dispose of, any Sale Shares in excess of 20% of the Issuer and nothing in this letter obliges the Lead Manager to acquire Sale Shares where to do so would result in the Lead Manager or its associates having a voting power, relevant interest in the Company in excess of 20%; and
- (f) the Lead Manager is a full service securities and corporate advisory firm and, along with its respective Affiliates, the Lead Manager is engaged in various activities, including writing research, securities trading, investment management, financing and brokerage activities and financial planning and benefits counselling for both companies and individuals. In the ordinary course of these activities, the Lead Manager, its Affiliates, employees and officers may be providing, or may be in the future providing, financial or other services to other parties with conflicting interests to a Vendor and may receive fees for those services and may actively trade the debt and equity securities (or related derivative securities) for the Lead Manager's own account and for the account of their customers and may at any time hold long and short positions in such securities.

12.13 Trustee limitation of liability

- (a) In this clause 12.13, the term **Trust** means each of the trusts established over the shares in the Company beneficially owned by the following funds, and **Trustee** means the trustee of such Trusts, in each case as indicated below:

Trustee	Funds
Pacific Equity Partners Fund III (Australasia) Pty Limited	Pacific Equity Partners Fund III (Australasia) Unit Trust
Pacific Equity Partners Fund III (Australasia) Pty Limited	Pacific Equity Partners Supplementary Fund III (Australasia) Unit Trust
Eagle Coinvestment Pty Limited	Pacific Equity Partners Fund III Co-Investment Trust B
Eagle Coinvestment Pty Limited	Pacific Equity Partners Fund IV Co-Investment Trust B
Pacific Equity Partners Fund IV (Australasia) Pty Ltd	Pacific Equity Partners Fund IV (Australasia) Unit Trust

- (b) The Trustee enters into this Agreement only its capacity as trustee of each of the Trusts and in no other capacity. A liability arising under or in connection with this Agreement, except a liability arising under this clause 12.13, is limited, and can only be enforced against the Trustee to the extent to which it can be satisfied out of the assets of the Trust out of which the Trustee is actually indemnified for the liability. The limitation of the Trustee's liability applies despite any other provision of this Agreement.
- (c) No party may sue the Trustee in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator, or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).
- (d) The provisions of this clause 12.13 do not apply to any obligation or liability of the Trustee to the extent that they are not satisfied because under the deed governing the Trust or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.
- (e) The Trustee warrants to each other party that it has a right of indemnification as referred to in clause (b) above (**Indemnity**) and undertakes that it will notify each of such parties as soon as it is reasonably practicable on such right being reduced, qualified or limited in any material respect.

Yours sincerely,

Goldman Sachs Australia Pty Ltd
by its duly authorised attorneys:



Name: SARAH RENNIE
Title: MANAGING DIRECTOR



Name: SEAN WALSH
Title: MANAGING DIRECTOR

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

Executed by Pacific Equity Partners Fund III (Australasia) Pty Limited as trustee for Pacific Equity Partners Fund III (Australasia) Unit Trust in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

Tim Sims

Full name of director



Signature of company secretary/director

Rickard Gardell

Full name of company secretary/director

Executed by Pacific Equity Partners Fund III (Australasia) Pty Limited as trustee for Pacific Equity Partners Supplementary Fund III (Australasia) Unit Trust in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

Tim Sims

Full name of director



Signature of company secretary/director

Rickard Gardell

Full name of company secretary/director

Executed by Pacific Equity Partners Fund IV (Australasia) Pty Ltd as trustee for Pacific Equity Partners Fund IV (Australasia) Unit Trust in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

Tim Sims

Full name of director



Signature of company secretary/director

Rickard Gardell

Full name of company secretary/director

Executed by PEP Investment Pty Limited in
accordance with section 127 of the Corporations
Act 2001 (Cth):



Signature of director

Tim Sims

Full name of director




Signature of company secretary/director

Rickard Gardell

Full name of company secretary/director

Executed by Eagle Coinvestment Pty Limited
as trustee for Pacific Equity Partners Fund III
Co-Investment Trust B in accordance with
section 127 of the Corporations Act 2001 (Cth):



Signature of director

Tony Duthie

Full name of director

Executed by Eagle Coinvestment Pty Limited
as trustee for Pacific Equity Partners Fund IV
Co-Investment Trust B in accordance with
section 127 of the Corporations Act 2001 (Cth):



Signature of director

Tony Duthie

Full name of director



Signature of company secretary/director

Sam Kong

Full name of company secretary/director

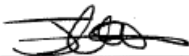


Signature of company secretary/director

Sam Kong

Full name of company secretary/director

Executed by Pacific Equity Partners Fund III
GP (Jersey) Limited as general partner of
Pacific Equity Partners Fund III L.P. by or in
the presence of:



Signature of witness

JENNA MORPHY

Name of witness in full

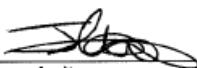


Signature of Director (ALTERNATE)

CLAIRE LE BROcq

Name of Director in full (ALTERNATE)

Executed by Pacific Equity Partners Fund IV
GP (Jersey) Limited as general partner of
Pacific Equity Partners Fund IV L.P. by or in
the presence of:



Signature of witness

JENNA MORPHY

Name of witness in full



Signature of Director (ALTERNATE)

CLAIRE LE BROcq

Name of Director in full (ALTERNATE)

Executed by Pacific Equity Partners Fund III
GP (Jersey) Limited as general partner of
Pacific Equity Partners Supplementary Fund
III L.P. by or in the presence of:



Signature of witness

JENNA MORPHY

Name of witness in full



Signature of Director (ALTERNATE)

CLAIRE LE BROcq

Name of Director in full (ALTERNATE)

Schedule 1**Vendors solicitors**

Firm	Attention	email address
Clayton Utz	Mr Niro Ananda	NAnanda@claytonutz.com

Vendors

Vendor	Address	Sale Shares
Pacific Equity Partners Fund III (Australasia) Pty Limited as trustee for Pacific Equity Partners Fund III (Australasia) Unit Trust	Level 31 126-130 Phillip Street Sydney NSW 2000	6,272,978
Pacific Equity Partners Fund III (Australasia) Pty Limited as trustee for Pacific Equity Partners Supplementary Fund III (Australasia) Unit Trust	Level 31 126-130 Phillip Street Sydney NSW 2000	5,300,782
Eagle Coinvestment Pty Limited as trustee for Pacific Equity Partners Fund III Co-Investment Trust B	Level 31 126-130 Phillip Street Sydney NSW 2000	729,951
Eagle Coinvestment Pty Limited as trustee for Pacific Equity Partners Fund IV Co-Investment Trust B	Level 31 126-130 Phillip Street Sydney NSW 2000	375,754
Pacific Equity Partners Fund IV (Australasia) Pty Ltd as trustee for Pacific Equity Partners Fund IV (Australasia) Unit Trust	Level 31 126-130 Phillip Street Sydney NSW 2000	5,548,751
PEP Investment Pty Limited	Level 31 126-130 Phillip Street Sydney NSW 2000	692,976
Pacific Equity Partners Fund III L.P.	C/- Lauren Bishop Bedell 26 New Street St Helier Jersey JE2 3RA lauren.bishop@bedellgroup.com	24,487,492
Pacific Equity Partners Fund IV L.P.	C/- Bedell 26 New Street St Helier Jersey JE2 3RA	35,902,745
Pacific Equity Partners Supplementary Fund III L.P.	C/- Bedell 26 New Street St Helier Jersey JE2 3RA	20,688,571

Schedule 2**Timetable**

Key events	Time	Date
Books open	On launch	Wed, 29-Oct-2014
Books close		Wed, 29-Oct-2014
Trade Date (T). (Special crossing/s by)		Wed, 29-Oct-2014
Settlement Date (T + 3)		Mon, 3-Nov-2014