

December 28, 2009

**AMENDMENT TO THE REVISED 2007 AEJ MASTER VARIANCE SWAP
CONFIRMATION AGREEMENT AND THE 2007 AEJ MASTER VARIANCE SWAP
CONFIRMATION AGREEMENT**

This amendment (the "**Amendment**"), dated as of [], to the Covered Transactions (as defined below) between [] and [] is entered into by the parties hereto. Capitalized terms used in this Amendment and the Appendix to this Amendment have the meanings given to them in Section 4 of this Amendment or in the 2002 ISDA Equity Derivatives Definitions.

WHEREAS the parties have entered into the Covered Transactions, and the parties wish to amend the terms of such Covered Transactions, in each case on the terms and subject to the conditions set forth in this Amendment.

Accordingly, the parties agree as follows:

1. Amendments

The parties agree that the terms of each Covered Transaction will be amended with effect from the Implementation Date in accordance with the terms of the Appendix to this Amendment.

2. Representations

Each party represents to the other party, in respect of each Covered Transaction, that:

(a) **Status.** It is, if relevant, duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing or, if it otherwise represents its status in or pursuant to the relevant Governing ISDA Master Agreement, has such status;

(b) **Powers.** It has the power to execute and deliver this Amendment and to perform its obligations under this Amendment and the relevant Governing ISDA Master Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(c) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(d) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Amendment and the relevant Governing ISDA Master Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(e) **Obligations Binding.** Its obligations under this Amendment and the relevant Governing ISDA Master Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));

(f) **Credit Support.** Its entering into or performing of its obligations under this Amendment will not, in and of itself, adversely affect any obligations owed, whether by it or by any third party, under any Credit Support Document relating to the relevant Governing ISDA Master Agreement; and

(g) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event (each as defined in the relevant Governing ISDA Master Agreement) with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Amendment.

The parties agree that each of the foregoing representations will be deemed to be a representation for purposes of Section 5(a)(iv) of the relevant Governing ISDA Master Agreement entered into prior to the Implementation Date between them.

3. Miscellaneous

(a) **Entire Agreement; Restatement; Survival.**

(i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each party acknowledges that in entering into this Amendment it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in the Appendix or elsewhere in this Amendment) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Amendment will limit or exclude any liability of a party for fraud.

(ii) Except for any amendment deemed to be made pursuant to this Amendment in respect of any Covered Transaction, all terms and conditions of the relevant Covered Transaction will continue in full force and effect in accordance with the provisions of its Confirmation as in effect immediately prior to the Implementation Date. This Amendment will, with respect to its subject matter, survive, and any amendments deemed to be made pursuant to it, will form a part of each relevant Covered Transaction between the parties.

(b) **Amendments.** An amendment, modification or waiver in respect of the matters contemplated by this Amendment will only be effective if made in accordance with the terms of the relevant Governing ISDA Master Agreement and then only with effect between the parties to the relevant Governing ISDA Master Agreement (and will only be effective to amend or override the provisions contained in the Appendix to this Amendment if it expressly refers in writing to this Section of this Amendment and would otherwise be effective in accordance with Section 9(b) of the relevant Governing ISDA Master Agreement in effect between the parties).

(c) **Counterparts.** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(d) **Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) **Governing Law.** This Amendment will, in respect of each Covered Transaction, be governed by and construed in accordance with the law specified to govern that Covered Transaction and otherwise in accordance with applicable choice of law doctrine.

4. Definitions

As used in this Amendment, “**Confirmation**” and “**Credit Support Document**” each has the meaning given that term in the related Governing ISDA Master Agreement. Each capitalized term used in this Amendment or the Appendix but not defined herein or therein has the meaning given that term in the 2002 ISDA Equity Derivatives Definitions, as published by ISDA (the “**Equity Definitions**”).

References in this Amendment and the Appendix to the following terms have the meaning indicated below:

“**Covered Transaction**” means an equity derivatives transaction entered into between the parties under (i) the Revised 2007 AEJ Master Variance Swap Confirmation Agreement, as published by ISDA on March 9, 2009 or (ii) the 2007 AEJ Master Variance Swap Confirmation Agreement, as published by ISDA on February 12, 2007.

“**Documentation**” means the Governing ISDA Master Agreement and a Confirmation or master confirmation, as applicable, relating to a Covered Transaction.

“**Governing ISDA Master Agreement**” means, in respect of a Covered Transaction, the ISDA Master Agreement governing such Covered Transaction, whether executed by the parties thereto or incorporated by reference in the Confirmation relating to such Covered Transaction.

“**ISDA Master Agreement**” means any of the following: (i) the 2002 ISDA Master Agreement; (ii) the 1992 ISDA Master Agreement (Multicurrency – Cross Border); (iii) the 1992 ISDA Master Agreement (Local Currency – Single Jurisdiction); (iv) the 1987 ISDA Interest Rate and Currency Exchange Agreement; and (v) the 1987 ISDA Interest Rate Swap Agreement].

“**Implementation Date**” means December 28, 2009.

IN WITNESS WHEREOF the parties have executed this Amendment with effect from the date specified on the first page of this Amendment.

[PARTY A]

[PARTY B]

By: _____
Name:
Title:

By: _____
Name:
Title:

APPENDIX

The Documentation relating to each Covered Transaction shall be modified as follows. To the extent any provision of the Equity Definitions is inconsistent with the terms of this Appendix, the terms of this Appendix shall govern.

1. *Amendment to the Revised 2007 AEJ Master Variance Swap Confirmation Agreement.*

Each Covered Transaction that incorporates the Revised 2007 AEJ Master Variance Swap Confirmation Agreement as published by ISDA on March 9, 2009 shall be modified as follows:

(a) Annex IVS (Cash-settled Index Variance Swap) of the Index Variance Swap General Terms Confirmation shall be amended as follows:

- (i) inserting “and which are not Australian Variance Swaps” at the end of the caption “Market Disruption Event for non-Multiple Exchange Index Variance Swap Transactions not of the Specified Type”;
- (ii) replacing the first sentence next to the caption “Market Disruption Event for non-Multiple Exchange Index Variance Swap Transactions of the Specified Type” with “As per the Schedule I to this Master Confirmation Agreement.”; and
- (iii) adding the following paragraph immediately below “Market Disruption Event for non-Multiple Exchange Index Variance Swap Transactions of the Specified Type”:

“Market Disruption Event for Australian Variance Swaps:

As per the Schedule II to this Master Confirmation Agreement.

“Australian Variance Swap” means a single stock share variance swap transaction or a single exchange index variance swap transaction involving any of the securities traded on an Exchange located in the Commonwealth of Australia.”

(b) Annex SVS (Cash-settled Share Variance Swap) of the Share Variance Swap General Terms Confirmation shall be amended as follows:

- (i) inserting “and which are not Australian Variance Swaps” at the end of the caption “Market Disruption Event for Transactions not of the Specified Type”;
- (ii) replacing the first sentence next to the caption “Market Disruption Event for Transactions of the Specified Type” with “As per the Schedule I to this Master Confirmation Agreement.”; and
- (iii) adding the following paragraph immediately below “Market Disruption Event for Transactions of the Specified Type”:

“Market Disruption Event for Australian Variance Swaps:

As per the Schedule II to this Master Confirmation Agreement.

“Australian Variance Swap” means a single stock share variance swap transaction or a single exchange index variance swap transaction involving any of the securities traded on an Exchange located in the Commonwealth of Australia.”

- (c) Re-naming the “Schedule” as “Schedule I”.
- (d) Inserting the attached Schedule II after the re-named Schedule I.

2. *Amendment to the 2007 AEJ Master Variance Swap Confirmation Agreement.*

Each Covered Transaction that incorporates the 2007 AEJ Master Variance Swap Confirmation Agreement as published by ISDA on February 12, 2007 shall be modified as follows:

- (a) Annex IVS (Cash-settled Index Variance Swap) of the Index Variance Swap General Terms Confirmation shall be amended as follows:
 - (i) replacing the caption “Market Disruption Event” with “Market Disruption Event for non-Multiple Exchange Index Variance Swap Transactions not of the Specified Type and which are not Australian Variance Swaps”; and
 - (ii) adding the following paragraphs immediately below the re-named “Market Disruption Event for non-Multiple Exchange Index Variance Swap Transactions not of the Specified Type and which are not Australian Variance Swaps”:

“Market Disruption Event for non-Multiple Exchange Index Variance Swap Transactions of the Specified Type:

As per the Schedule I to this Master Confirmation Agreement.

“Specified Type” means a single stock share variance swap transaction or a single exchange index variance swap transaction involving any of the securities traded on an Exchange located in the Hong Kong Special Administrative Region, Republic of India, Republic of Indonesia, Republic of Korea, Federation of Malaysia, Islamic Republic of Pakistan, Republic of the Philippines, Republic of Singapore, Republic of China (Taiwan), Kingdom of Thailand, or the Socialist Republic of Vietnam.

Market Disruption Event for
Australian Variance Swaps:

As per the Schedule II to this Master Confirmation Agreement.

“Australian Variance Swap” means a single stock share variance swap transaction or a single exchange index variance swap transaction involving any of the securities traded on an Exchange located in the Commonwealth of Australia.”

(b) Annex SVS (Cash-settled Share Variance Swap) of the Share Variance Swap General Terms Confirmation shall be amended as follows:

- (i) replacing the caption “Market Disruption Event” with “Market Disruption Event for Transactions not of the Specified Type and which are not Australian Variance Swaps”; and
- (ii) adding the following paragraphs immediately below the re-named “Market Disruption Event for Transactions not of the Specified Type and which are not Australian Variance Swaps”:

“Market Disruption Event for Transactions of the Specified Type: As per the Schedule I to this Master Confirmation Agreement.

“Specified Type” means a single stock share variance swap transaction or a single exchange index variance swap transaction involving any of the securities traded on an Exchange located in the Hong Kong Special Administrative Region, Republic of India, Republic of Indonesia, Republic of Korea, Federation of Malaysia, Islamic Republic of Pakistan, Republic of the Philippines, Republic of Singapore, Republic of China (Taiwan), Kingdom of Thailand, or the Socialist Republic of Vietnam.

Market Disruption Event for
Australian Variance Swaps:

As per the Schedule II to this Master Confirmation Agreement.

“Australian Variance Swap” means a single stock share variance swap transaction or a single exchange index variance swap transaction involving any of the securities traded on an Exchange located in the Commonwealth of Australia.”

(c) Inserting the attached Schedule I and Schedule II at the end of the document.

SCHEDULE I

Part 1

1. Section 6.3(a) of the Equity Definitions shall be replaced in its entirety with the following:

“**Market Disruption Event**” means:

(a) in respect of a Share, the occurrence or existence of (i) a Trading Disruption in respect of that Share or (ii) an Exchange Disruption in respect of that Share, (iii) the failure by the Exchange to report the official closing price per Share of that Share as of the Valuation Time or (iv) an Early Closure in respect of that Share; or

(b) in respect of an Index, the occurrence or existence of (i) a Trading Disruption in respect of that Index or (ii) an Exchange Disruption in respect of that Index or (iii) an Early Closure in respect of that Index, provided that where any of the foregoing applies in relation to one or more component securities of that Index, the aggregate of all such component securities in respect of each of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists at any time (including, for the avoidance of doubt, at a different time in relation to the others, if any) during or across the relevant MDE Observation Period or the Share Observation Period (as the case may be) singly or together comprises 20 percent or more of the level of that Index. For the avoidance of doubt, where a Trading Disruption occurs as a result of limitations imposed on trading by reason of movements in price to or exceeding limits permitted by the relevant Exchange, and there are securities that are Bid-up and securities that are Offer-down during the relevant period, both the securities that are Bid-up and the securities that are Offer-down shall be aggregated for the purpose of determining whether the aggregate of the affected component securities comprises 20 percent or more of the level of the Index.

For the purposes of determining whether a Market Disruption Event in respect of an Index exists at any time, if there is a Market Disruption Event in respect of a security included in the Index at any time on a Scheduled Trading Day, the relevant percentage contribution of that security to the level of the Index shall be the percentage contribution of that security as of the Valuation Time on the Exchange Business Day immediately preceding that Scheduled Trading Day, as calculated or otherwise made available by the Index Sponsor (or, if the Index Sponsor ceases to calculate or otherwise make available such percentage contribution, a replacement therefor acceptable to the Calculation Agent) (such replacement, the “**Percentage Publisher**”); provided that if the Percentage Publisher did not publish such a percentage contribution at that time, the relevant percentage contribution will be determined by the Calculation Agent based on the price for the securities included in the Index as of the Valuation Time on the Exchange Business Day immediately preceding that Scheduled Trading Day, as reported in the official real-time price dissemination mechanism for the relevant Exchange (or, if trading in a security included in the Index is disrupted at that time, based on its good faith estimate of the value of the relevant security at that time).

2. Section 6.3(b) of the Equity Definitions shall be replaced in its entirety with the following:

“**Trading Disruption**” means:

(a) in respect of a Share, any suspension of or limitation imposed on trading of that Share by the relevant Exchange or otherwise at any time during the MDE Observation Period, provided that where the limitation imposed on trading of that Share arises by reason of movements in price

to or exceeding limits permitted by the relevant Exchange, it shall be a Trading Disruption only if:

- (i) there was at least one occurrence (regardless of how long such occurrence lasted) of a Bid-up or Offer-down for that Share on the relevant Exchange at any time during the Share Observation Period, or if the Share Observation Period does not entirely fall within the MDE Observation Period, that part of the Share Observation Period (if any) that does fall within the MDE Observation Period; or
- (ii) if the official closing price for that Share reported by the relevant Exchange is a Limit-up Price or a Limit-down Price, in the case of a Limit-up Price, there were Unfilled Bids for that Share at the actual closing time for the regular trading session on the relevant Exchange, or in the case of a Limit-down Price, there were Unfilled Offers for that Share at the actual closing time for the regular trading session on the relevant Exchange; or

(b) in respect of an Index, any suspension of or limitation imposed on trading of one or more component securities of that Index by the relevant Exchange or of futures or options contracts relating to that Index on the relevant Related Exchange at any time during the MDE Observation Period, provided that where the limitation imposed on trading arises by reason of movements in price to or exceeding limits permitted by the relevant Exchange or Related Exchange, it shall be a Trading Disruption only if:

- (i) a Trading Disruption as defined in paragraph (a) above affects one or more component securities of the relevant Index; or
- (ii) there was at least one occurrence (regardless of how long such occurrence lasted) of a Bid-up or Offer-down for at least one Relevant Futures Contract on the relevant Related Exchange at any time during the Index Observation Period, or if the Index Observation Period does not entirely fall within the MDE Observation Period, that part of the Index Observation Period (if any) that does fall within the MDE Observation Period.

3. Section 6.3(c) of the Equity Definitions shall be replaced in its entirety with the following:

“Exchange Disruption” means:

(a) in respect of a Share, any event (other than an Early Closure) that occurs at any time during the MDE Observation Period that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for that Share on the relevant Exchange; or

(b) in respect of an Index, any event (other than an Early Closure) that occurs at any time during the MDE Observation Period that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (i) one or more component securities of that Index on the relevant Exchange, or (ii) futures or options contracts relating to that Index on the relevant Related Exchange.

4. Section 6.3(d) of the Equity Definitions shall be replaced in its entirety with the following:

“Early Closure” means:

(a) in respect of a Share, the closure on any Exchange Business Day of the relevant Exchange;
or

(b) in respect of an Index, the closure on any Exchange Business Day of (i) the relevant Exchange on which the component securities of that Index are traded, or (ii) any relevant Related Exchange on which futures or options contracts relating to that Index are traded,

in each case, prior to its Scheduled Closing Time (as such term is defined in Section 1.30 but disregarding the proviso thereof) unless such earlier closing time is announced by such Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange on such Exchange Business Day, and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

5. Section 1.30 of the Equity Definitions shall be replaced in its entirety with the following:

“Scheduled Closing Time” means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours, provided that if the Exchange or Related Exchange announces an earlier closing time for the regular trading session on such Exchange or Related Exchange for that Scheduled Trading Day at least one hour prior to such earlier closing time, the Scheduled Closing Time for that Scheduled Trading Day shall be such earlier closing time.

Part 2

The following additional definitions shall be included:

“Bid-up” means, in relation to a Share or Relevant Futures Contract, that the bids (or buy orders) for that Share or Relevant Futures Contract cleared all offers (or sell orders) for that Share or Relevant Futures Contract and there was one or more Unfilled Bids at the Limit-up Price for that Share or Relevant Futures Contract.

“Index Observation Period” means, in respect of an Index, the half-hour period that ends at the actual closing time for the regular trading session on the relevant Exchange on which the component securities of that Index are traded.

“Limit-down Price” means, in relation to a Share or Relevant Futures Contract and a Scheduled Trading Day, the lowest price at which that Share or Relevant Futures Contract can be traded on that Scheduled Trading Day, pursuant to the trading rules of the relevant Exchange or Related Exchange.

“Limit-up Price” means, in relation to a Share or Relevant Futures Contract and a Scheduled Trading Day, the highest price at which that Share or Relevant Futures Contract can be traded on that Scheduled Trading Day, pursuant to the trading rules of the relevant Exchange or Related Exchange.

“MDE Observation Period” means the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be.

“Offer-down” means, in relation to a Share or Relevant Futures Contract, that the offers (or sell orders) for that Share or Relevant Futures Contract cleared all bids (or buy orders) for that Share or Relevant Futures Contract and there was one or more Unfilled Offers at the Limit-down Price for that Share or Relevant Futures Contract.

“Relevant Futures Contract” means the futures contract on the relevant Index with the soonest expiry date, unless such expiry date coincides with a Valuation Date, in which case, it shall mean (i) the futures contract on the relevant Index with the soonest expiry date, and (ii) the futures contract on the relevant Index with the next following expiry date.

“Share Observation Period” means, in respect of a Share, the half-hour period that ends at the actual closing time for the regular trading session on the relevant Exchange on which that Share is traded, but disregarding any part of such period when securities are not freely tradable on that Exchange. For the avoidance of doubt, if the relevant Exchange has a pre-closing auction phase during which orders may be placed but will not be executed, securities will be deemed not to be freely tradable on that Exchange during such phase.

“Unfilled Bids” means, in relation to a Share or Relevant Futures Contract, bids (or buy orders) for that Share or Relevant Futures Contract placed on the relevant Exchange or Related Exchange that remain unexecuted at the relevant time.

“Unfilled Offers” means, in relation to a Share or Relevant Futures Contract, offers (or sell orders) for that Share or Relevant Futures Contract placed on the relevant Exchange or Related Exchange that remain unexecuted at the relevant time.

SCHEDULE II

Part 1

1. Section 6.3(a) of the Equity Definitions shall be replaced in its entirety with the following:

“Market Disruption Event” means:

(a) in respect of a Share, the occurrence or existence of (i) a Trading Disruption in respect of that Share or (ii) an Early Closure in respect of that Share; or

(b) in respect of an Index, the occurrence or existence of (i) a Trading Disruption in respect of that Index or (ii) an Exchange Disruption in respect of that Index or (iii) an Early Closure in respect of that Index, provided that where a Trading Disruption or an Early Closure applies in relation to one or more component securities of that Index, the aggregate of all such component securities in respect of each of which a Trading Disruption or an Early Closure occurs or exists at any time (including, for the avoidance of doubt, at a different time in relation to the others, if any) singly or together comprises 20 percent or more of the level of that Index.

For the purposes of determining whether a Market Disruption Event in respect of an Index exists at any time, if there is a Market Disruption Event in respect of a security included in the Index at any time on a Scheduled Trading Day, the relevant percentage contribution of that security to the level of the Index shall be the percentage contribution of that security as of the Valuation Time on the Exchange Business Day immediately preceding that Scheduled Trading Day, as calculated or otherwise made available by the Index Sponsor (or, if the Index Sponsor ceases to calculate or otherwise make available such percentage contribution, a replacement thereof acceptable to the Calculation Agent) (such replacement, the **“Percentage Publisher”**); provided that if the Percentage Publisher did not publish such a percentage contribution at that time, the relevant percentage contribution will be determined by the Calculation Agent based on the price for the securities included in the Index as of the Valuation Time on the Exchange Business Day immediately preceding that Scheduled Trading Day, as reported in the official real-time price dissemination mechanism for the relevant Exchange (or, if trading in a security included in the Index is disrupted at that time, based on its good faith estimate of the value of the relevant security at that time).

2. Section 6.3(b) of the Equity Definitions shall be replaced in its entirety with the following:

“Trading Disruption” means:

(a) in respect of a Share and an Exchange Business Day:

- (i) orders in respect of that Share cannot, for whatever reason, be placed during the whole of the Pre-CSPA Phase on that Exchange Business Day; or
- (ii) the ASX does not, for whatever reason, determine a single closing price in respect of that Share for that Exchange Business Day in accordance with its standard rules.

(b) in respect of an Index:

- (i) a Trading Disruption as defined in paragraph (a) above affects one or more component securities of that Index; or

- (ii) there was any suspension of or limitation imposed on trading of futures contracts relating to that Index on the relevant Related Exchange at any time during the MDE Observation Period.

3. Section 6.3(c) of the Equity Definitions shall be replaced in its entirety with the following:

“Exchange Disruption” means, in respect of an Index, any event (other than an Early Closure) that occurs at any time during the MDE Observation Period that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for futures contracts relating to that Index on the relevant Related Exchange.

4. Section 6.3(d) of the Equity Definitions shall be replaced in its entirety with the following:

“Early Closure” means:

- (a) in respect of a Share, the closure on any Exchange Business Day of the ASX; or
- (b) in respect of an Index, the closure on any Exchange Business Day of (i) the ASX, or (ii) any relevant Related Exchange on which futures contracts relating to that Index are traded,

in the case of:

- (A) paragraphs (a) and (b)(i) above, prior to its Scheduled Closing Time (as such term is defined in Section 1.30) but disregarding the proviso thereof) unless such earlier closing time is announced by the ASX at least one hour prior to the earlier time at which the Closing Single Price Auction will end on such Exchange Business Day; or
- (B) in the case of paragraph (b)(ii) above, prior to the commencement of or at any time during the MDE Observation Period for that Exchange Business Day unless such earlier closing time is announced by the relevant Related Exchange at least one hour prior to the commencement of the MDE Observation Period.

5. Section 1.30 of the Equity Definitions shall be replaced in its entirety with the following:

“Scheduled Closing Time” means, in respect of the ASX and a Scheduled Trading Day, the scheduled time at which the Closing Single Price Auction will end on such Scheduled Trading Day, provided that if the ASX announces an earlier time at which the Closing Single Price Auction will end for that Scheduled Trading Day at least one hour prior to such earlier closing time, the Scheduled Closing Time for that Scheduled Trading Day shall be such earlier closing time.

6. Section 6.6(a) of the Equity Definitions shall be amended by adding the following at the end of the paragraph:

“Where the Index Transaction is an Index Variance Swap and (1) the relevant final Valuation Date that is a Disrupted Day falls on a Futures Expiry Date; and (2) the Disrupted Day is as a result of a Market Disruption Event, then notwithstanding any other provision of this Section 6.6(a), the level of the Index shall be the Official Settlement Price where an Official Settlement Price is published by the Related Exchange for that Valuation Date. Where no Official

Settlement Price is published for that Valuation Date, the other provisions of Section 6.6 shall continue to apply.”

“**Official Settlement Price**” means the cash settlement price published by the ASX for that Futures Expiry Date, being the ASX Opening Price Index Calculation (also known as the “Special Opening Quotation”) calculated in accordance with its standard rules.

“**Futures Expiry Date**” means the Scheduled Trading Day on the ASX on which all trading in the nearest expiring S&P/ASX 200 index futures contract is scheduled to cease.

Part 2

The following additional definitions shall be included:

"**ASX**" means the Australian Securities Exchange.

"**Closing Single Price Auction**" means the process by which the ASX determines a single closing price for each of the securities that participated in the Pre-CSPA Phase.

“**MDE Observation Period**” means in respect of an Index, the 20 minute period that ends at the conclusion of the Closing Single Price Auction.

“**Pre-CSPA Phase**” means the pre-closing single price auction phase during which bids (or buy orders) and offers (or sell orders) in regard to securities quoted on the ASX may be placed on the ASX but will not be executed.