

# WA CHESS INVESTMENTS PTY LTD

**ACN 636 006 347**

Level 39, 55 Collins Street, Melbourne Vic 3000  
Telephone: +61 3 9921 7116 Facsimile: +61 3 9921 7100

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## **CROSS RELEASE ASX: TOP**

9 March 2021

**BY ASX ONLINE – 13 pages**

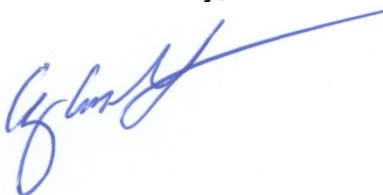
Manager Company Announcements  
ASX Limited  
Level 10  
20 Bond Street  
**SYDNEY NSW 2000**

Dear Sir/Madam,

### **Change of interests of substantial holder Prime Media Group Limited [ASX:PRT]**

Following is a Form 604 *Notice of change of interests of substantial holder* dated 9 March 2021 in accordance with section 671B of the *Corporations Act 2001 (Cth)*.

Yours sincerely,



**Craig Smith**  
Secretary

**Form 604**  
Corporations Act 2001  
Section 671B

**Notice of change of interests of substantial holder**

|                         |  |
|-------------------------|--|
| To: company name/scheme | <b>PRIME MEDIA GROUP LIMITED (PRT)</b> |
| ABN                     | 97 000 764 867                         |

**1. Details of substantial holder**

|                     |  |
|---------------------|--|
| Name                | <b>WA CHESS INVESTMENTS PTY LTD (WCI) and each of the entities listed in the attached Annexure A</b> |
| ACN (if applicable) | 636 006 347  |

There was a change in the interests of the substantial holder on 5 March 2021

The previous notice was given to the company on 4 December 2019

The previous notice was dated 4 December 2019

**2. Previous and present voting power**

The total number of shares 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 |
| Fully Paid Ordinary Shares | 53,362,273      | 14.57%       | 73,229,427     | 19.99%       |

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, relevant interests 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 are as follows:

| Date of Change | Person whose relevant interest changed            | Nature of change   | Consideration given in relation to Change  | Number and class of securities affected | Person's votes affected |
|----------------|---|--|--|---|-------------------------|
| 4/12/2019      | WCI and each of the entities listed in Annexure A | Market acquisition of securities at 19.5 cents per share   | \$133,480.42   | 684,515 securities                      | 684,515                 |
| 5/12/2019      | WCI and each of the entities listed in Annexure A | Market acquisition of securities at 20 cents per share   | \$50,000   | 250,000 securities                      | 250,000                 |
| 5/12/2019      | WCI and each of the entities listed in Annexure A | Market acquisition of securities at 19.5 cents per share   | \$12,769.58  | 65,485 securities                       | 65,485                  |
| 5/03/2021      | WCI and each of the entities listed in Annexure A | On 5 March 2021, WCI entered into an agreement to acquire 18,867,154 PRT securities from interests associated with Bruce Gordon, subject to receiving approval from the Australian Communications and Media Authority (ACMA) pursuant to section 61AJ of the Broadcasting Services Act 1992. A copy of this agreement is enclosed in <b>Annexure B</b> . | Subject to receiving approval from ACMA, WCI will pay \$4,245,109.65 to acquire these securities | 18,867,154 securities                   | 18,867,154              |

#### 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  | Number and class of securities | Person's votes |
|---|---------------------------------|--|--|--------------------------------|----------------|
| WCI   | WA Chess Investments Pty Ltd    | WA Chess Investments Pty Ltd               | Taken under section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth) ( <b>Act</b> ) | 73,229,427 ordinary shares     | 73,229,427     |
| 20 Cashews Pty Ltd<br>ACN 634 403 124                         | WA Chess Investments Pty Ltd    | WA Chess Investments Pty Ltd               | Taken under section 608(3)(a) of the Act   | 73,229,427 ordinary shares     | 73,229,427     |
| Kirant Media Investments Pty Ltd<br>ACN 163 003 530           | WA Chess Investments Pty Ltd    | WA Chess Investments Pty Ltd               | Taken under section 608(3)(a) of the Act   | 73,229,427 ordinary shares     | 73,229,427     |
| Stefanie Jennifer Catalano                                    | WA Chess Investments Pty Ltd    | WA Chess Investments Pty Ltd               | Taken under section 608(1)(b) of the Act   | 73,229,427 ordinary shares     | 73,229,427     |
| Antony Catalano   | WA Chess Investments Pty Ltd    | WA Chess Investments Pty Ltd               | Taken under section 608(1)(b) of the Act   | 73,229,427 ordinary shares     | 73,229,427     |
| Thorney Opportunities Ltd<br>ACN 081 167 264                  | WA Chess Investments Pty Ltd    | WA Chess Investments Pty Ltd               | Taken under section 608(3)(a) of the Act   | 73,229,427 ordinary shares     | 73,229,427     |
| TIGA Tails Pty Ltd<br>ACN 080 534 416                         | WA Chess Investments Pty Ltd    | WA Chess Investments Pty Ltd               | Taken under section 608(3)(a) of the Act   | 73,229,427 ordinary shares     | 73,229,427     |
| TIGA Property Pty Ltd<br>ACN 117 811 453                      | WA Chess Investments Pty Ltd    | WA Chess Investments Pty Ltd               | Taken under section 608(3)(a) of the Act   | 73,229,427 ordinary shares     | 73,229,427     |
| Thorney Investment Group Australia Pty Ltd<br>ACN 117 488 892 | WA Chess Investments Pty Ltd    | WA Chess Investments Pty Ltd               | Taken under section 608(3)(a) of the Act   | 73,229,427 ordinary shares     | 73,229,427     |
| Jamahjo Pty Ltd<br>ACN 117 488 696                            | WA Chess Investments Pty Ltd    | WA Chess Investments Pty Ltd               | Taken under section 608(3)(a) of the Act   | 73,229,427 ordinary shares     | 73,229,427     |
| Alexander Waislitz  | WA Chess Investments Pty Ltd    | WA Chess Investments Pty Ltd               | Taken under section 608(1)(b) of the Act   | 73,229,427 ordinary shares     | 73,229,427     |

#### 5. Changes 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 | Nature of association |
|------|-----------------------|
| N/A  |                       |

## 6. Addresses

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

| Name   | Address                                     |
|--|---|
| WA Chess Investments Pty Ltd ACN 636 006 347           | Level 39, 55 Collins Street, Melbourne 3000 |
| Each of the entities listed in the attached Annexure A | Refer to Annexure A                         |

Signature

Print name CRAIG SMITH

Capacity SECRETARY

Sign here

Date 9 March 2021



## **ANNEXURE 'A'**

This is Annexure A of 2 pages referred to in the Form 604 – Notice of change of interests of substantial holder signed by me and dated 9 March 2021.



.....  
**CRAIG SMITH**

Secretary

### **1. PARTIES HOLDING A RELEVANT INTEREST IN PRT SHARES**

| Entity  | Address   |
|---|---|
| 20 Cashews Pty Ltd, ACN 634 403 124                         | Level 39, 55 Collins Street, Melbourne 3000                       |
| Kirant Media Investments Pty Ltd, ACN 163 003 530           | 367 Beaconsfield Parade, St Kilda West 3182                       |
| Stefanie Jennifer Catalano                                  | 367 Beaconsfield Parade, St Kilda West 3182                       |
| Antony Catalano   | 367 Beaconsfield Parade, St Kilda West 3182                       |
| Thorney Opportunities Ltd, ACN 081 167 264                  | Level 39, 55 Collins Street, Melbourne 3000                       |
| TIGA Tails Pty Ltd, ACN 080 534 416                         | Level 39, 55 Collins Street, Melbourne 3000                       |
| TIGA Property Pty Ltd, ACN 117 811 453                      | Level 39, 55 Collins Street, Melbourne 3000                       |
| Thorney Investment Group Australia Pty Ltd, ACN 117 488 892 | Level 39, 55 Collins Street, Melbourne 3000                       |
| Jamahjo Pty Ltd, ACN 117 488 696                            | c/- TWF Partners, Level 4, 25 Claremont Street, South Yarra, 3141 |
| Alexander Waislitz  | Level 39, 55 Collins Street, Melbourne 3000                       |

### **2. ASSOCIATES – JAMAHJO**

| Entity   | Address                                     |
|--|---|
| Thorney Holdings Pty Ltd, ACN 006 262 835            | Level 39, 55 Collins Street, Melbourne 3000 |
| TIGA Trading Pty Ltd, ACN 118 961 210                | Level 39, 55 Collins Street, Melbourne 3000 |
| Thistle Custodians Pty Ltd, ACN 078 027 193          | Level 39, 55 Collins Street, Melbourne 3000 |
| Thistle Holdings Pty Ltd, ACN 075 051 464            | Level 39, 55 Collins Street, Melbourne 3000 |
| Thorney Alpha Pty Ltd, ACN 162 820 537               | Level 39, 55 Collins Street, Melbourne 3000 |
| Thorney Beta Pty Ltd, ACN 162 828 677                | Level 39, 55 Collins Street, Melbourne 3000 |
| Thorney International Pty Ltd, ACN 132 886 698       | Level 39, 55 Collins Street, Melbourne 3000 |
| Thorney Management Services Pty Ltd, ACN 164 880 148 | Level 39, 55 Collins Street, Melbourne 3000 |
| Thorney Omega Pty Ltd, ACN 163 964 636               | Level 39, 55 Collins Street, Melbourne 3000 |
| TIGA (Ballarat) Pty Ltd, ACN 117 812 030             | Level 39, 55 Collins Street, Melbourne 3000 |
| TIGA Finance Pty Ltd, ACN 118 521 412                | Level 39, 55 Collins Street, Melbourne 3000 |
| TIGA (Hawthorn) Pty Ltd, ACN 126 952 663             | Level 39, 55 Collins Street, Melbourne 3000 |

### **3. ASSOCIATES – KIRANT**

| Entity   | Address                                     |
|--|---|
| Kirant Regional Media Investments Pty Ltd, ACN 634 364 524 | 367 Beaconsfield Parade, St Kilda West 3182 |

### **4. ASSOCIATES – 20 CASHEWS**

| Entity                                   | Address  |
|--|--|
| 19 Cashews Pty Ltd, ACN 634 403 124      | Level 39, 55 Collins Street, Melbourne 3000      |
| Rural Press Pty Limited, ACN 000 010 382 | 159 Bells Line of Road, North Richmond, NSW 2754 |

**4. ASSOCIATES – 20 CASHEWS** continued

| Entity  | Address  |
|---|--|
| Fairfax Printers Pty Limited, ACN 068 675 221                       | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Fairfax Print Holdings Pty Limited, ACN 060 569 833                 | 159 Bells Line of Road, North Richmond, NSW 2754 |
| The Age Print Company Pty Ltd, ACN 096 607 402                      | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Integrated Publication Solutions Pty Limited, ACN 104 575 591       | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Newsagents Direct Distribution Pty Ltd, ACN 003 123 091             | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Rural Press Printing Pty Limited, ACN 009 896 146                   | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Rural Press Printing (Victoria) Pty Limited, ACN 004 810 511        | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Regional Publishers Pty Ltd, ACN 000 014 700                        | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Queensland Community Newspapers Pty Ltd, ACN 010 272 241            | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Winbourne Pty Limited, ACN 009 708 123                              | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Regional Publishers (Western Victoria) Pty Limited, ACN 006 247 016 | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Border Mail Printing Pty Ltd, ACN 099 960 353                       | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Rural Press Regional Media (W.A.) Pty Limited, ACN 008 668 022      | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Mountain Press Pty Ltd, ACN 000 560 421                             | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Hunter Distribution Network Pty Ltd, ACN 005 152 330                | 159 Bells Line of Road, North Richmond, NSW 2754 |
| North Australian News Pty Ltd, ACN 008 449 867                      | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Mayas Pty Ltd, ACN 001 793 077                                      | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Milton Ulladulla Publishing Co Pty Ltd, ACN 081 327 120             | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Carpentaria Newspapers Pty Ltd, ACN 000 287 669                     | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Regional Printers Pty Limited, ACN 096 309 796                      | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Regional Publishers (Victoria) Pty Limited, ACN 007 215 287         | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Mackamedia Pty Ltd, ACN 095 436 025                                 | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Mamiko Co Pty Ltd, ACN 095 435 144                                  | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Namoi Media & Marketing Pty Ltd, ACN 095 444 278                    | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Gunnedah Publishing Co Pty Ltd, ACN 000 134 065                     | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Fairfax Regional Media (Tasmania) Pty Limited, ACN 009 590 998      | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Harris Enterprises Pty Ltd, ACN 009 556 969                         | 159 Bells Line of Road, North Richmond, NSW 2754 |
| The Federal Capital Press of Australia Pty Limited, ACN 008 394 063 | 159 Bells Line of Road, North Richmond, NSW 2754 |
| The Wagga Daily Advertiser Pty Ltd, ACN 000 005 569                 | 159 Bells Line of Road, North Richmond, NSW 2754 |
| S.A. Regional Media Pty Limited, ACN 007 983 575                    | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Fairfax Regional Printers Pty Limited, ACN 066 327 106              | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Port Stephens Publishers Pty Ltd, ACN 001 828 646                   | 159 Bells Line of Road, North Richmond, NSW 2754 |
| The Border Morning Mail Pty Limited, ACN 000 083 296                | 159 Bells Line of Road, North Richmond, NSW 2754 |
| The Warrnambool Standard Pty Ltd, ACN 004 765 164                   | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Rural Publishers Pty Limited, ACN 000 002 004                       | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Media Investments Pty Ltd, ACN 008 075 572                          | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Rural Press Queensland Pty Ltd, ACN 009 662 284                     | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Agricultural Publishers Pty Limited, ACN 000 560 430                | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Stock Journal Publishers Pty Ltd, ACN 007 871 105                   | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Western Australian Primary Industry Press Pty Ltd, ACN 009 399 004  | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Newcastle Newspapers Pty Ltd, ACN 000 003 967                       | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Fairfax Community Newspapers Pty Limited, ACN 000 310 654           | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Illawarra Newspaper Holdings Pty Ltd, ACN 000 075 025               | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Countrycars.com.au Pty Ltd, ACN 115 162 975                         | 159 Bells Line of Road, North Richmond, NSW 2754 |
| A.C.N. 101 806 302 Pty Limited, ACN 101 806 302                     | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Western Magazine Pty Ltd, ACN 001 591 519                           | 159 Bells Line of Road, North Richmond, NSW 2754 |
| Creative House Publications Pty Ltd, ACN 128 786 005                | 159 Bells Line of Road, North Richmond, NSW 2754 |

## **ANNEXURE B to Form 604**

This is Annexure B of 7 pages referred to in the Form 604 – Notice of change of interests of substantial holder signed by me and dated 9 March 2021.



.....  
**CRAIG SMITH**  
Secretary

THIS AGREEMENT is entered into on 5 March 2021 between:

- (A) **BRUCE GORDON** and **JUDITH GORDON** of Wreck Hill Estate, Bermuda (**Sellers**); and
- (B) **WA CHESS INVESTMENTS PTY LTD ACN 636 006 347** of Level 39, 55 Collins Street, Melbourne VIC 3000, Australia (**Buyer**)

**1. Background**

- 1.1 The Sellers are the joint beneficial owners of 42,444,289 fully paid ordinary shares in the issued capital of Prime Media Group Limited (ASX:PRT) (**Company**) which are ultimately held by J.P. Morgan Nominees Australia Pty Limited ACN 002 899 961 (**Custodian**) pursuant to a custody arrangement for the Sellers.
- 1.2 This agreement sets out the terms and conditions upon which the Sellers agree to sell, and the Buyer agrees to buy 18,867,154 fully paid ordinary shares in the issued capital of the Company (the **Sale Shares**).

**2. Sale and purchase**

**2.1 Subject to clause 2.2:**

- (a) the Sellers agree to sell to the Buyer (and procure that the Nominee transfers to the Buyer); and
- (b) the Buyer agrees to buy from the Sellers, the Sale Shares,

at a price of \$0.225 per Sale Share, being a total consideration of \$4,245,109.65 (**Sale Price**), free and clear of any encumbrances or third party interests and together with all rights attaching to the Sale Shares, in accordance with the terms of this agreement.

- 2.2 Clauses 2.1 and 3 do not become binding on the parties and the Buyer will not acquire any company interest (as defined under the *Broadcasting Services Act 1992* (Cth) (the **BSA**) in relation to the Sale Shares unless and until the Buyer or its holding company receives written approval from the Australian Communications and Media Authority (the **ACMA**), pursuant to section 61AJ of the BSA, for the Buyer (and other members of its corporate group) to be in temporary position of control (for the purposes of BSA) of the Company in a form and substance acceptable to the Buyer (acting reasonably).
- 2.3 If the condition in clause 2.2 is not satisfied on or before 30 April 2021 (or such other date as the parties agree), either the Sellers or the Buyer may terminate this agreement by giving written notice to the other.
- 2.4 Unless this agreement is terminated under clause 2.3, the Sellers may not dispose, or cause or procure that the Custodian, disposes of the Sale Shares other than in accordance with this agreement.

**3. Settlement**

- 3.1 Settlement of the sale and purchase of the Sale Shares (**Settlement**) will occur on the fifth business day (or at such other time as the Buyer and the Sellers agree in writing) (**Settlement Date**) after the day the condition in clause 2.2 is satisfied (**CP Satisfaction Date**). Title and risk in respect of the Sale Shares will pass to the Buyer on Settlement.
- 3.2 If within three business days after the CP Satisfaction Date the parties agree in writing to Settlement being effected by way of one or more special crossings (in accordance with the Operating Rules of



ASX) (**Special Crossing Election**), Settlement will take place in accordance with clause 3.3 and, in the absence of such agreement, Settlement will take place in accordance with clause 3.4.

***Special Crossing***

3.3 If a Special Crossing Election is made:

- (a) the sale and purchase of the Sale Shares shall be effected by way of one or more special crossings between the Custodian (on behalf of the Sellers) and the Buyer (in accordance with the Operating Rules of ASX) with settlement to occur on the Settlement Date in accordance with the ASX Settlement Operating Rules; and
- (b) on the Settlement Date:
  - (i) the Seller must cause the Custodian to transfer the Sale Shares to the Buyer free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company); and
  - (ii) the Buyer must pay the Sale Price for the Sale Shares in immediately available funds on the Settlement Date,

in each case, in accordance with the terms of this agreement and the ASX Settlement Operating Rules.

***No Special Crossing***

3.4 If a Special Crossing Election is not made:

- (a) the sale and purchase of the Sale Shares under this agreement will take place at 10am on the Settlement Date at the offices of Allen & Overy, Level 25, 85 Castlereagh Street, Sydney; and
- (b) on the Settlement Date:
  - (i) the Sellers must cause the Custodian to transfer the Sale Shares (held on the issuer sponsored subregister) to the Buyer and do all acts and things required and execute and deliver to the Buyer all documents (including documents which constitute a sufficient transfer of the Sale Shares under Part 7.11 of the Corporations Act 2001 (Cth) (**Corporations Act**) and the Corporations Regulations 2001 (Cth)) as required to register and make the Buyer the legal and beneficial owner of the Sale Shares free and clear of any encumbrances or third party interests or including without limit delivering a duly executed standard transfer by the Custodian in favour of the Buyer in respect of the Sale Shares; and
  - (ii) the Buyer must pay the Sale Price for the Sale Shares in immediately available funds on the Paper Settlement Date to the account nominated by the Sellers no less than 5 business days before the Settlement Date,

in each case, in accordance with the terms of this agreement.

**4. Warranties**

4.1 The Sellers and the Buyer each warrant to each other that:

- (a) they have the power, capacity and authority to enter into and complete the transactions contemplated by this agreement in accordance with all applicable laws without the need to take any further actions or seek approvals; and
- (b) they are entering into this agreement in their own capacity and not in their capacity as trustee of any trust.

4.2 The Sellers (jointly and severally) represent and warrant to the Buyer that:

- (a) they are jointly the beneficial owner of all of the Sale Shares free and clear of any encumbrances or third party interests or rights, with full power and authority to enter into and complete this agreement without the consent of any other person;
- (b) the Custodian is the legal owner of all of the Sale Shares and holds the Sale Shares as custodian ultimately solely for the benefit of the Sellers;
- (c) upon the sale and purchase of the Sale Shares in accordance with clause 3.3 or clause 3.4 (whichever is applicable), the Sellers will sell (and cause the Custodian to) transfer the full legal and beneficial title to all of the Sale Shares free and clear of any encumbrances or third party interests or rights (other than any provided for in the constitution of the Company), in accordance with the terms of this agreement; and
- (d) the Sale Shares are fully paid and no money is owing or outstanding in relation to any of them.

## 5. Agreement limited to Sale Shares only

5.1 For the avoidance of doubt, there is no agreement, arrangement or understanding between the parties in relation to any shares in the Company or in respect of any derivative referencing any security in the Company held by the Seller that is not a Sale Share (**Excluded Security**) (whether with respect to the voting or disposal of any Excluded Security, or otherwise).

5.2 Without limiting the foregoing, nothing in this agreement:

- (a) gives the Buyer any relevant interest (as defined in the Corporations Act), company interest (as defined in the BSA) or other right or interest of any nature in any Excluded Security; or
- (b) in any way, or to any extent, restricts the ability of the Seller or any of its related bodies corporate to deal in, dispose of or exercise voting or other rights attaching to any Excluded Security.

## 6. Confidentiality

6.1 Subject to clause 6.2, each party agrees that it will keep confidential all discussions between the parties and/or their respective officers, employees, representatives or advisers in relation to this agreement and the transaction contemplated hereby, and will not disclose any details in relation to any such discussions to any person other than:

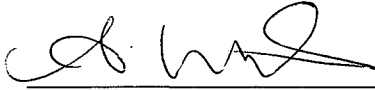
- (a) with the prior written consent of the other party;
- (b) to its related bodies corporate or its or its related bodies corporate's respective officers, employees, agents, consultants, representatives, financiers or advisers (provided that the disclosing party must procure that any such person to whom disclosure is made keeps the relevant information confidential in accordance with this clause); or

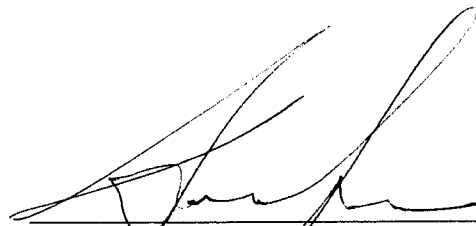
- (c) where disclosure is required by law, regulation or legal process, or requested by a governmental agency or regulatory body (and a copy of this agreement may be provided to the ACMA).
- 6.2 Notwithstanding clause 6.1, the parties acknowledge and agree that a copy of this agreement will be attached to:
  - (a) a substantial holding notice to be lodged with the Company and the ASX by or on behalf of the Buyer within 2 business days following the date of this agreement; and
  - (b) a substantial holding notice to be lodged with the Company and the ASX by or on behalf of the Sellers within 2 business days following the Settlement Date.

## **7. General**

- 7.1 Time is of the essence in this agreement.
- 7.2 The obligations of the Sellers bind them jointly and severally. A notice or agreement signed by one Seller binds both Sellers for the purposes of this agreement.
- 7.3 Each party is responsible for its own costs under or in respect of this agreement (and the Sellers are responsible for any costs of the Custodian).
- 7.4 Any term defined in the Corporations Act has the same meaning in this agreement.
- 7.5 References to an individual or a natural person include his or her estate and personal representatives.
- 7.6 If any provision of this agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement.
- 7.7 This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.
- 7.8 This agreement is governed by the laws of New South Wales. Each party submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales and waives any right to claim that those courts are an inconvenient forum.
- 7.9 Each Seller irrevocably appoints Birketu Pty Limited of Television Avenue, Mount Saint Thomas, Wollongong, NSW 2050 to receive on its behalf service of process issued out of the courts of New South Wales or courts exercising jurisdiction in New South Wales in relation to any dispute or claim arising from or connected with this agreement. If Birketu Pty Limited ceases to be able to act as such or have an address in Australia, the Sellers agree to appoint a new process agent in Australia and deliver to each other party to this agreement within 14 days a copy of a written acceptance of appointment by the process agent, upon receipt of which the new appointment becomes effective for the purpose of this agreement.

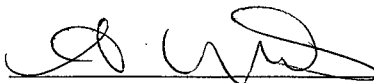
EXECUTED by BRUCE GORDON in the )  
presence of: )

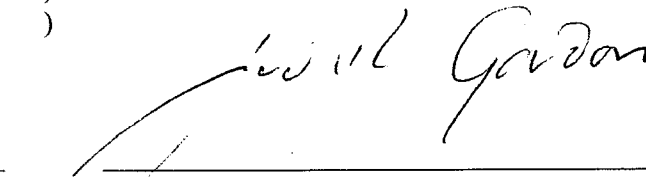
  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Signature of **Bruce Gordon**

Angela Weeks  
\_\_\_\_\_  
Name of witness

EXECUTED by JUDITH GORDON in the )  
presence of: )

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Signature of **Judith Gordon**

Angela Weeks  
\_\_\_\_\_  
Name of witness

By signing below, each director or secretary consents to electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director, secretary (as applicable) to produce a copy of this deed bearing their signature for the purpose of signing the copy to complete its execution under section 127 of the Corporations Act or as otherwise required by law. The copy of the signature appearing on the copy so executed is to be treated as their original signature.

**EXECUTED** by **WA CHESS INVESTMENTS** )  
**PTY LTD ACN 636 006 347** in accordance with )  
section 127 of the *Corporations Act 2001* (Cth): )  
)

  
\_\_\_\_\_  
Signature of director

RENEE JANE MULLIGAN  
\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
Signature of director/~~company secretary~~

PETER LANDOS  
\_\_\_\_\_  
Name of director/~~company secretary~~