

BIRKETU PTY LIMITED

A.B.N. 80 003 831 392

By e-Lodgement

Market Announcements Platform
ASX Limited
Exchange Centre
20 Bridge St
Sydney NSW 2000

15 April 2021

Dear Sir/Madam

Prime Media Group Limited (ASX: PRT) – Corporations Form 604 and 605

On behalf of Mr Bruce Gordon, Birketu Pty Ltd, WIN Corporation Pty Ltd and their controlled entities (**WIN Group**), attached is a notice of change of interests of substantial holder (Form 604) in relation to Prime Media Group Limited (ASX: PRT).

The Form 604 discloses the WIN Group's voting power of 6.44% and economic interest in a further 7.93% in previously disclosed cash settled swaps in relation to PRT.

I have also attached Form 605 notice of ceasing to be a substantial shareholder on behalf of Mrs Judith Gordon. The form discloses that Mrs Judith Gordon has fully disposed of her economic interests in PRT.

Yours faithfully



Chris Halios-Lewis

Encl.

604

page 1/2

15 July 2001

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

To Company Name/Scheme Prime Media Group Limited (PRT)
ACN/ARSN ACN 000 784 887

1. Details of substantial shareholder(1)

Name Bruce Gordon, Birketu Pty Ltd, WIN Corporation Pty Ltd (WIN) and the associates of WIN listed in Annexure B (together the WIN Group)
ACN/ARSN (if applicable) 003 831 392 (Birketu Pty Ltd) / 000 737 404 (WIN)

There was a change in the interests of the substantial holder on

13 April 2021 and 15 April 2021

The previous notice was given to the company on

11 September 2019

The previous notice was dated

11 September 2019

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary fully paid shares	42,444,289	11.59%	23,577,135	6.44%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
See Item 1 of Annexure A					

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
See Item 2 of Annexure A					

Note: Also see Annexure A for details regarding economic interests of the persons named in this form

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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Name and ACN/ARSN (if applicable)	Nature of association
Judith Gordon	<p>As set out in the previous notice dated 11 September 2019, Bruce Gordon and Judith Gordon jointly held shares in PRT and Judith Gordon was an associate of Bruce Gordon in relation to PRT as a result of sections 12(2)(b) and/or 12(2)(c) of the Corporations Act 2001 (Cth). That association arose due to their previous joint holding in PRT, which has now been fully disposed of as set out in this notice. Judith Gordon and Bruce Gordon are no longer associates in relation to PRT.</p> <p>Bruce Gordon continues to be a substantial holder in PRT due to the ongoing association between Bruce Gordon and Birketu Pty Ltd. As Judith Gordon is not, and was never, an associate of Birketu Pty Ltd, she has ceased to be a substantial holder in PRT. See the Form 605 (Notice of ceasing to be a substantial holder) lodged on 16 April 2021 by Judith Gordon.</p>

6. Addresses

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

Name	Address
Bruce Gordon	Wreck Hill Estate, 69 Wreck Rd, Sandys, Bermuda
Birketu Pty Ltd	Television Avenue, Mount Saint Thomas, Wollongong, NSW 2500 Australia
WIN Corporation Pty Ltd	Television Avenue, Mount Saint Thomas, Wollongong, NSW 2500 Australia

Signature

print name Chris Hallos-Lewis

capacity Company Secretary, Birketu Pty Ltd

sign here



date 15 April 2021

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

ANNEXURE A

This is Annexure A of 2 pages referred to in Form 604 Notice of change of interests of substantial holder by Bruce Gordon, Birketu Pty Ltd. and WIN Corporation Pty Ltd.

[Sign here]

Name: Chris Hailos-Lewis

Capacity: Company Secretary

Date: 15 April 2021

1. Changes in relevant interests

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
13 April 2021	Birketu Pty Ltd	Off-market acquisition of shares from Bruce Gordon and Judith Gordon (jointly) by Birketu Pty Ltd at \$0.23 per share.	\$5,422,741.05	23,577,135 fully paid ordinary shares	23,577,135
13 April 2021	Bruce Gordon	Off-market sale of shares from Bruce Gordon and Judith Gordon (jointly) to Birketu Pty Ltd at \$0.23 per share. Bruce Gordon held these shares jointly with Judith Gordon. As Bruce Gordon is an associate of Birketu Pty Ltd, Bruce Gordon's voting power in PRT continues to be calculated by reference to the shares now held by Birketu, and Bruce Gordon remains a substantial holder in PRT. However, Judith Gordon is not an associate of Birketu Pty Ltd. Judith Gordon accordingly no longer has any interest in these shares, and her voting power is not calculated by reference to these shares. Due to this sale to Birketu Pty Ltd, and the sale referred to below, Judith Gordon no longer has a substantial holding in PRT. See the Form 605 (Notice of ceasing to be a substantial holder) lodged on 15 April 2021 by Judith Gordon.	\$5,422,741.05 (jointly with Judith Gordon)	23,577,135 fully paid ordinary shares	23,577,135

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Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
15 April 2021	Bruce Gordon	Off-market sale of shares from Bruce Gordon and Judith Gordon (jointly) to WA Chess Investments Pty Ltd at \$0.225 per share pursuant to a share purchase agreement dated 5 March 2021 which was conditional upon receiving approval from the Australian Communications and Media Authority (ACMA) pursuant to section 61AJ of the Broadcasting Services Act 1992 (Cth). ACMA granted approval on 9 April 2021 and the sale completed on 15 April 2021. A copy of this agreement is included as Annexure C. As noted above, due to this sale and the sale to Birketu Pty Ltd, Judith Gordon is no longer a substantial holder in PRT. See the Form 605 (Notice of ceasing to be a substantial holder) lodged on 15 April 2021 by Judith Gordon.	\$4,245,109.65 (jointly with Judith Gordon)	18,867,154 fully paid ordinary shares	18,867,154

2. Relevant interests and associates

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes	Person's associates and nature of association	Associates' votes	Total votes (Person's votes + associates' votes)*
Birketu Pty Ltd	JBWere	JBWere	Birketu Pty Ltd holds the beneficial interest in these shares, thus Birketu Pty Ltd has a relevant interest in these shares: section 608(1)(b) and/or 608(1)(c) of the Corporations Act 2001 (Cth) (Act)	23,577,135 fully paid ordinary shares	23,577,135	Birketu Pty Ltd is an associate of Bruce Gordon and each entity in the WIN Group, in relation to PRT as a result of sections 12(2)(b) and/or (c) of the Act	WIN Group - Nil Bruce Gordon - Nil	23,577,135

Current economic interests via derivatives

Note: There has been no change since the ASIC Form 604 lodged on 11 September 2019. Current economic interests via derivatives are set out below again for completeness:

Holder of economic interest	Nature of interest	Number of securities	Person's votes
Birketu Pty Ltd	Entry into cash settled share swap transaction in relation to 29,050,000 Ordinary Fully Paid Shares pursuant to agreement between Birketu Pty Ltd and Deutsche Bank AG disclosed on a voluntary basis as it does not constitute acquisition of a relevant interest under section 608(8) of the Act irrespective of the operation of sections 609(6) and 609(7) of the Act. Birketu, WIN and Bruce Gordon are uncertain as to the holding of Ordinary Fully Paid Shares by or for or otherwise controlled by the swap counterparty (whether or not as part of any hedge in relation to the transaction) and Birketu in any event has no right or interest in or to any such Ordinary Fully Paid Shares or any power in relation to them including, without limitation, any power to control, or right to be consulted, concerning disposal or trading of those shares or any decision with respect to the exercise of any right to vote attaching to them.	Position by reference to 29,050,000 Ordinary Fully Paid Shares pursuant to a cash settled share swap	Nil
Win Corporation Pty Ltd (WIN)	WIN has an economic interest by virtue of the entry by Birketu Pty Ltd into the cash settled share swap	Position by reference to 29,050,000 Ordinary Fully Paid Shares pursuant to a cash settled share swap entered into by Birketu Pty Ltd	Nil

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Holder of economic interest	Nature of economic interest	Number of securities	Person's votes
Bruce Gordon	Bruce Gordon has an economic interest by virtue of the entry by Birkett Pty Ltd into the cash settled share swap	Position by reference to 29,050,000 Ordinary Fully Paid Shares pursuant to a cash settled share swap entered into by Birkett Pty Ltd	Nil

ANNEXURE B

This is Annexure B of 1 page referred to in Form 604 Notice of change of interests of substantial holder by Bruco Gordon, Birketu Pty. Ltd. and WIN Corporation Pty Ltd.

[sign here] 

Name: Chris Hallos-Lewis
Capacity: Company Secretary
Date: 15 April 2021

Entitles that control WIN Corporation Pty Ltd:

Hovertown Pty Ltd

Entitles controlled by WIN Corporation Pty Ltd:

Crawford Productions Holdings Pty Ltd
WIN Television Network Pty Ltd
Broadcast Transmission Services Pty Ltd
Crawford Productions Services Pty Ltd
Footscray Pipe Pty Ltd
WIN Properties Pty Ltd
WIN Radio Pty Ltd
Campbelltown Radio Pty Ltd
WIN Television NSW Pty Ltd
WIN Superannuation Pty Ltd
WIN Television Queensland Pty Ltd
Digital distribution Australia Pty Ltd
WIN Television WA Pty Ltd
WIN Television Griffith Pty Ltd
WIN Television SA Pty Ltd
ENT Pty Ltd
ENT Finance Pty Ltd
Associated Broadcasting Services Pty Ltd
Mt Leslie Estates Pty Ltd
My Directory Pty Ltd
ENT Securities Pty Ltd
Gotham City Properties Pty Ltd
Marrickville Properties Pty Ltd
Apulia Pty Ltd
WIN TV Australia Pty Ltd
Ausale Gold Television Pty Ltd
Goulburn Murray Television Pty Ltd
WIN Television Vic Pty Ltd
ENT Securities Pty Ltd
WIN Television Mildura Pty Ltd
ACN 009 486104 Pty Ltd
WIN Internet Pty Ltd
ENT Enterprises Pty Ltd
WIN Television Tas Pty Ltd
WIN NBN Sales Pty Ltd
TVT Properties Pty Ltd
Network Investments Pty Ltd

ANNEXURE C

This is Annexure C of 7 pages referred to in Form 604 Notice of change of interests of substantial holder by Bruce Gordon, Birketu Pty. Ltd. and WIN Corporation Pty Ltd.

[sign here]



Name: Chris Hallos-Lewis

Capacity: Company Secretary

Date: 15 April 2021

Form 605

Corporations Act 2001 Section 671B

Notice of ceasing to be a substantial holder

To Company name/Scheme Prime Media Group Limited (PRT)

ACN/ARSN ACN 000 764 867

1. Details of substantial holder (1)

Name Judith Gordon

ACN/ARSN (if applicable) _____

The holder ceased to be a substantial holder on 15 April 2021

The previous notice was given to the company on 11 September 2019

The previous notice was dated 11 September 2019

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change(5)	Class (6) and number of securities affected	Person's votes affected
13 April 2021	Judith Gordon	Off-market sale of shares from Bruce Gordon and Judith Gordon (jointly) to their associate Birkelu Pty Ltd at \$0.23 per share. See the Form 604 (Notice of change of interests of substantial holder) dated 15 April 2021 in relation to the impact of this sale on Bruce Gordon.	\$5,422,741.05 (jointly with Bruce Gordon)	23,577,135 fully paid ordinary shares	23,577,135
15 April 2021	Judith Gordon	Off-market sale of shares from Bruce Gordon and Judith Gordon (jointly) at \$0.225 per share to WA Chess Investments Pty Ltd pursuant to a share purchase agreement dated 5 March 2021 which was conditional upon receiving approval from the Australian Communications and Media Authority (ACMA) pursuant to section 61AJ of the Broadcasting Services Act 1992 (Cth). ACMA granted approval on 9 April 2021 and the sale completed on 15 April 2021. A copy of this agreement is included as Annexure A. See the Form 604 (Notice of change of interests of substantial holder) dated 15 April 2021 in relation to the impact of this sale on Bruce Gordon.	\$4,245,109.65 (jointly with Bruce Gordon)	18,867,154 fully paid ordinary shares	18,867,154

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Bruce Gordon	As set out in the previous notice dated 11 September 2019, Bruce Gordon and Judith Gordon jointly held shares in PRT and Bruce Gordon was an associate of Judith Gordon in relation to PRT as a result of sections 12(2)(b) and/or 12(2)(c) of the Corporations Act 2001 (Cth). That association arose due to their previous joint holding in PRT, which has now been fully disposed of as set out in this notice. Judith Gordon and Bruce Gordon are no longer associates in relation to PRT. Bruce Gordon continues to be a substantial holder in PRT due to the ongoing association between Bruce Gordon and Birketu Pty Ltd. See the Form 604 (Notice of change of interests of substantial holder) dated 15 April 2021 in relation to Bruce Gordon's continued substantial holding. As Judith Gordon is not, and was never, an associate of Birketu Pty Ltd, she has ceased to be a substantial holder in PRT.

4. Addresses

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

Name	Address
Judith Gordon	Wreck Hill Estate, 69 Wreck Rd, Sandys, Bermuda

Signature

print name Judith Gordon

capacity Ceasing Substantial Holder

sign here

date 15 April 2021

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "relevant interest" in section 608 and 671(b) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (5) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

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

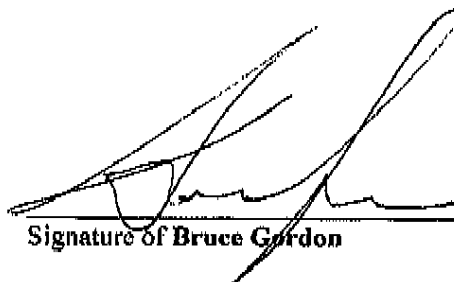
- 7.1 Time is of the essence in this agreement.
- 7.2 The obligations of the Sellers bind them jointly and severally. A notice or agreement signed by one Seller binds both Sellers for the purposes of this agreement.
- 7.3 Each party is responsible for its own costs under or in respect of this agreement (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 agrees 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

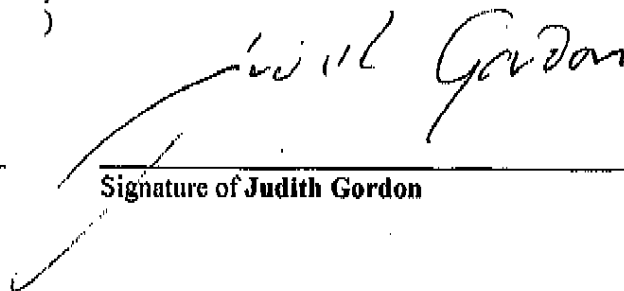
Name of witness

EXECUTED by **JUDITH GORDON** in the
presence of:

)
)



Signature of witness



Signature of Judith Gordon

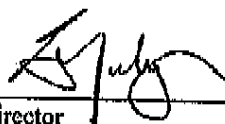
Angela Weeks

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~~