

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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9 March 2021

BY ASX ONLINE – 13 pages

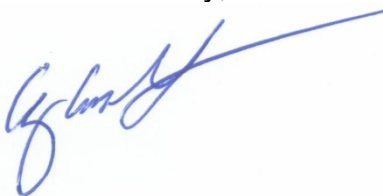
Manager Company Announcements
ASX Limited
Level 10
20 Bond Street
SYDNEY NSW 2000

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	PRIME MEDIA GROUP LIMITED (PRT)
ABN	97 000 764 867

1. Details of substantial holder

Name	WA CHESS INVESTMENTS PTY LTD (WCI) and each of the entities listed in the attached Annexure A
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 Annexure 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) (Act)	73,229,427 ordinary shares	73,229,427
20 Cashews Pty Ltd 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 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 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 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 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 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 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.



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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:

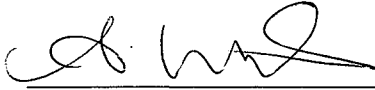
- (a) with the prior written consent of the other party;
- (b) to its related bodies corporate or its or its related bodies corporate's respective officers, employees, agents, consultants, representatives, financiers or advisers (provided that the disclosing party must procure that any such person to 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.

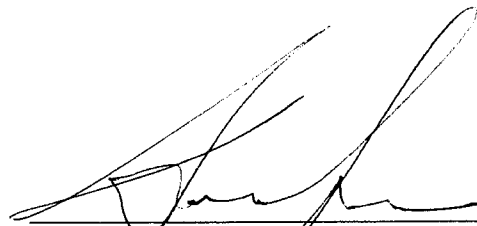
7. General

- 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

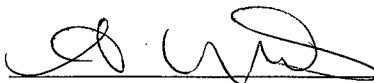


Signature of **Bruce Gordon**

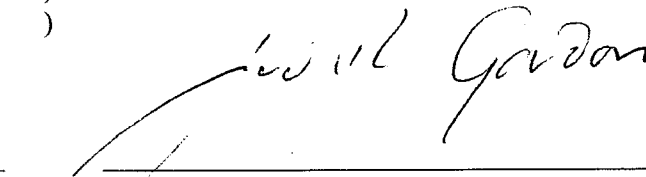
Angela Weeks

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~~