

EXCLUSIVE DEALING: NOTIFICATION**FORM G****TO THE TRADE PRACTICES COMMISSION:**

Notice is hereby given, in accordance with subsection 93(1) of the Trade Practices Act 1974, of particulars of conduct or of proposed conduct of a kind referred to in subsection 47(2), (3), (4) or (5) or paragraph 47(8)(a) or (b) or (9)(a), (b) or (c) of that Act in which the person giving notice engages or proposes to engage.

(PLEASE READ DIRECTIONS AND NOTICE ON BACK OF FORM)

1. (a) Name of person giving notice GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED, BREHMER FAIRFAX PTY LIMITED TRADING AS
(see Direction 2 on the back of this form) EASTERN SUBURBS NEWSPAPERS ("the Partners")
- (b) Short description of business carried on by that person
Suburban Newspaper Publishers
- (c) Address in Australia for service of documents on that person c/- Gilbert & Tobin, Solicitors,
50 Carrington Street, Sydney, NSW, 2000
Attn: Ms Colleen Platford
2. (a) Description of the goods or services in relation to the supply or acquisition of which this notice relates
The supply and acquisition of newspaper advertising services in
relation to real estate
- (b) Description of the conduct or proposed conduct The entering into and performance
of advertising contracts in relation to each of the persons identified
in Schedule A hereto. A copy of each contract is annexed hereto in
(see Direction 4 on the back of this form) the bundle marked "B"
3. (a) Class or classes of persons to which the conduct relates Real Estate Agent advertisers
- (b) Number of those persons —
(i) At present time 17
(ii) Estimated within the next year unknown at present time but the partners
are prepared to enter into a contract in
substantially identical terms with any other Real Estate advertisers
- (c) Where number of persons stated in item 3(b)(i) is less than 50, their names and addresses
See Schedule A hereto
4. Name and address of person authorised by the person giving this notice to provide additional information in
relation to this notice
c/- Gilbert & Tobin, Solicitors, 50 Carrington Street, Sydney NSW
2000 Att: Ms Colleen Platford

Dated 12 November 1993

Signed by/on behalf of the person giving this notice

(Signature)

(Full name)

(Description)

9/1989

DEED

DATED:

PARTIES:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
2. **BRADFIELD & PRITCHARD REAL ESTATE CONSULTANTS
PTY LTD**

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 52CAP

THIS DEED is made the 20th day of October 1993:

102

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **BRADFIELD & PRITCHARD REAL ESTATE CONSULTANTS PTY LIMITED** of 301 New South Head Road, Double Bay in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Bradfield & Pritchard Real Estate Consultants Pty Limited carries on business under the name Bradfield & Pritchard, Double Bay.
- C. Bradfield & Pritchard Real Estate Consultants Pty Limited (as trustee of the Benson & Guth Retirement Fund) is the owner of 25,500 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

1. The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this

clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

F O L I O S	
RESTRICTION OF PUBLICATION	
- CLAIMED	
- DECISION PENDING	

Confidentiality granted.

3.

17/12/93

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

ERROR	AMOUNT OF CREDIT
A. Photographs of property all incorrect	100%
B. Incorrect address of property	100%
C. Incorrect name of real estate agency	100%

- | | | |
|----|--|-------|
| D. | Incorrect inspection time | 20% |
| E. | Incorrect name and phone number of salesman employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the Parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:

- (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:
- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

**THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)**

.....
Director

.....
Secretary

**THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)**

.....
Director

.....
Secretary

THE COMMON SEAL of BREHMER)
FAIRFAX PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of BRADFIELD)
& PRITCHARD REAL ESTATE)
CONSULTANTS PTY LIMITED)
was duly affixed by the authority of)
its Board of Directors in)
the presence of:)

Sally Smith
.....
Secretary



DEED

DATED:

PARTIES:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
2. **BRANDTMAN & KEMENY PTY LTD**

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 60CAP

THIS DEED is made the 20th day of OCTOBER 1993:

BETWEEN:

1. GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. BRANDTMAN & KEMENY PTY LIMITED of 18 Hall Street, Bondi Beach in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Brandtman & Kemeny Pty Limited carries on business under the name Raine & Horne, Bondi Beach.
- C. Brandtman & Kemeny Pty Limited is the owner of 17,000 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

1. The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be

entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

F O L I O S	
RESTRICTION OF PUBLICATION	
—	CLAIMED
--	DECISION PENDING

3.

Confidentiality granted 17/12/93.

4.

The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.

5.

It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.

6.

The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

ERROR	AMOUNT OF CREDIT
A. Photographs of property all incorrect	100%
B. Incorrect address of property	100%
C. Incorrect name of real estate agency	100%
D. Incorrect inspection time	20%
E. Incorrect name and phone number of salesman	

- | | | |
|----|---|-------|
| | employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

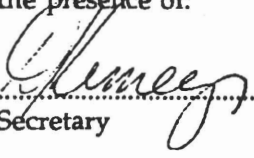
.....
Director

.....
Secretary

THE COMMON SEAL of BREHMER)
FAIRFAX PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Secretary

THE COMMON SEAL of)
BRANDTMAN & KEMENY)
PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)


.....
Secretary

.....
Director



.....
Director

DEED

DATED:

PARTIES:

- 1. GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
- 2. DAVID GLASGOW REAL ESTATE PTY LTD
PETER BLACKETT REAL ESTATE PTY LTD**

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 68CAP

THIS DEED is made the 2nd day of October 1993:

90

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **DAVID GLASGOW REAL ESTATE PTY LIMITED and PETER BLACKETT REAL ESTATE PTY LIMITED** both of 2 New McLean Street, Edgecliff in the State of New South Wales ("the Companies").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. David Glasgow Real Estate Pty Limited and Peter Blackett Real Estate Pty Limited carry on business under the name Glasgow & Blackett, Edgecliff.
- C. David Glasgow Real Estate Pty Limited and Peter Blackett Real Estate Pty Limited jointly are the owners of 25,500 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Companies seek to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Companies in the Proceedings upon the terms hereinafter contained.
- I. David Glasgow Real Estate Pty Limited and Peter Blackett Real Estate Pty Limited are parties to the Proceedings.

NOW THIS DEED WITNESSES:

1. The Companies agree to place 75% of their total suburban advertising centimetre volume placed by the Companies themselves, or on behalf of their vendor/clients in respect of ~~real estate~~ ^{suburban} display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the

requirement of a client of the Companies that advertising be placed otherwise than with the Wentworth Courier the Companies do not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Companies to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be entitled to make direct contact with the particular client, the identity of such client to be provided by the Companies to the Partners.

2.

*Confidentiality
granted
17/12/93*

F O L I O S	
RESTRICTION OF PUBLICATION	
— CLAIMED	
— DECISION PENDING	

3.

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.

5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.

6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Companies is correct and in accordance with the instructions received from the Companies. The Partners and the Companies agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Companies:-

	ERROR	AMOUNT OF CREDIT
A.	Photographs of property all incorrect	100%
B.	Incorrect address of property	100%

- | | | |
|----|--|-------|
| C. | Incorrect name of real estate agency | 100% |
| D. | Incorrect inspection time | 20% |
| E. | Incorrect name and phone number of salesman employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Companies arrange to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Companies no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Companies in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Companies hereby agree that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Companies following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Companies after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Companies unless the Companies have authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Companies inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the Parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Companies and each Director of the Companies (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:

- 4 -

- (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:
- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
 NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

THE COMMON SEAL of DOUBLE)
 BAY NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

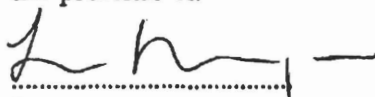
- 5 -

THE COMMON SEAL of BREHMER)
 FAIRFAX PTY LIMITED was duly)
 affixed by the authority of)
 its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

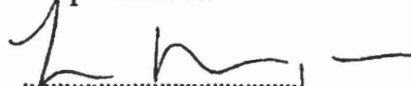
THE COMMON SEAL of DAVID)
 GLASGOW REAL ESTATE)
 PTY LIMITED was duly)
 affixed by the authority of)
 its Board of Directors in)
 the presence of:)



 Secretary



THE COMMON SEAL of PETER)
 BLACKETT REAL ESTATE)
 PTY LIMITED was duly)
 affixed by the authority of)
 its Board of Directors in)
 the presence of:)



 Secretary



DEED

DATED:

PARTIES:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
2. **ALBERT ANTHONY DICKSON**

**GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 51CAP**

THIS DEED is made the 26th day of October 1993:

BETWEEN:

1. GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. ALBERT ANTHONY DICKSON of 354 New South Head Road, Double Bay in the State of New South Wales ("Dickson").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Albert Anthony Dickson carries on business under the name L J Hooker, Double Bay.
- C. Albert Anthony Dickson is the owner of 15,000 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. Dickson seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against Dickson in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

[Signature]

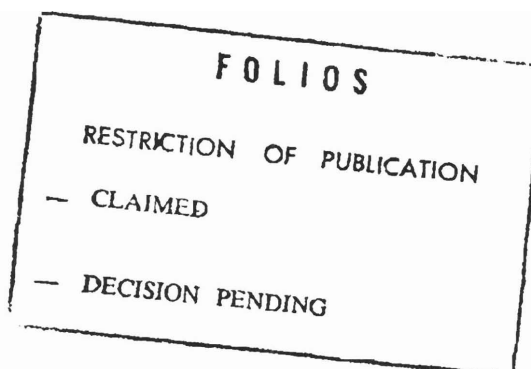
Dickson agrees to place 75% of his total suburban advertising centimetre volume placed by Dickson himself, or on behalf of his vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of Dickson that advertising be placed otherwise than with the Wentworth Courier Dickson does not comply with his obligations under this clause then he shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request Dickson to provide reasonable evidence of any such requirement

- 2 -

of the client and if not satisfied the Partners shall be entitled to make direct contact with the particular client, the identity of such client to be provided by Dickson to the Partners.

2.

*Confidentiality
granted
17/12/93*



3.

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of Dickson is correct and in accordance with the instructions received from Dickson. The Partners and Dickson agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by Dickson:-

ERROR	AMOUNT OF CREDIT
A. Photographs of property all incorrect	100%
B. Incorrect address of property	100%
C. Incorrect name of real estate agency	100%
D. Incorrect inspection time	20%

- 3 -

- | | | |
|----|--|-------|
| E. | Incorrect name and phone number of salesman employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided Dickson arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to Dickson no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of Dickson in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. Dickson hereby agrees that he will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by Dickson following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from Dickson after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to Dickson unless Dickson has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by Dickson inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the Parties shall support such application for notification.
 - 12.1 As a separate and independent covenant Dickson (called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- 4 -

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
 NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

THE COMMON SEAL of DOUBLE)
 BAY NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

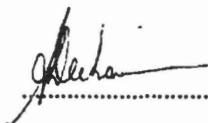
- 5 -

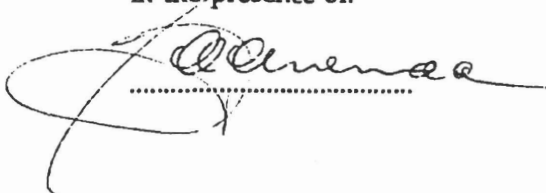
THE COMMON SEAL of BREHMER)
 FAIRFAX PTY LIMITED was duly)
 affixed by the authority of)
 its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

SIGNED SEALED and DELIVERED)
 by ALBERT ANTHONY DICKSON)
 in the presence of:)





DEED

DATED:

PARTIES:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
2. **JETOTEN PTY LTD**

**GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 48CAP**

THIS DEED is made the 20th day of October 1993:

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **JETOTEN PTY LIMITED** of 372 New South Head Road, Double Bay in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Jetoten Pty Limited carries on business under the name Laing & Simmons, Double Bay.
- C. Jetoten Pty Limited is the owner of 59,500 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

1.


The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be

entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

<p style="text-align: center;">F O L I O S</p> <p style="text-align: center;">RESTRICTION OF PUBLICATION</p> <p>— CLAIMED</p> <p>— DECISION PENDING</p>
--

3.

confidentiality granted 17/12/93

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

ERROR		AMOUNT OF CREDIT
A.	Photographs of property all incorrect	100%
B.	Incorrect address of property	100%
C.	Incorrect name of real estate agency	100%
D.	Incorrect inspection time	20%
E.	Incorrect name and phone number of salesman	

- | | | |
|----|---|-------|
| | employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the Parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

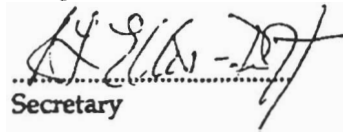
.....
Secretary

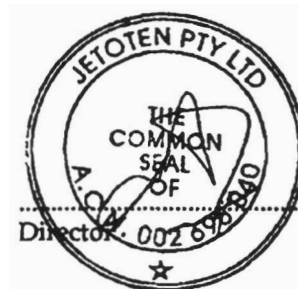
THE COMMON SEAL of BREHMER)
FAIRFAX PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Secretary

.....
Director

THE COMMON SEAL of JETOTEN)
PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)


.....
Secretary



DEED

DATED:

PARTIES:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
2. **L J LEVI REAL ESTATE PTY LTD**

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 65CAP

THIS DEED is made the 26th day of October 1993:

72

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **L J LEVI REAL ESTATE PTY LIMITED** of 520 Old South Head Road, Rose Bay in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. L J Levi Real Estate Pty Limited carries on business as a real estate agency.
- C. L J Levi Real Estate Pty Limited is the owner of 5,000 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

1. The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be

entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

FOLIOS	
RESTRICTION OF PUBLICATION	
— CLAIMED	
— DECISION PENDING	

*confidentiality
granted
17/12/93*

3.

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

ERROR	AMOUNT OF CREDIT
A. Photographs of property all incorrect	100%
B. Incorrect address of property	100%
C. Incorrect name of real estate agency	100%
D. Incorrect inspection time	20%
E. Incorrect name and phone number of salesman	

- | | | |
|----|---|-------|
| | employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the parties shall support such application for notification.
- 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
- (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

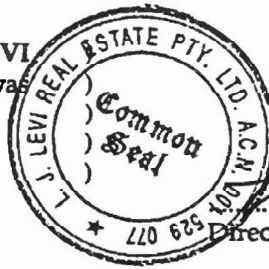
THE COMMON SEAL of BREHMER)
FAIRFAX PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

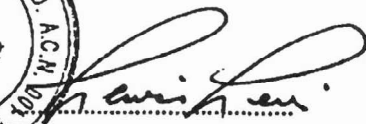
.....
Director

.....
Secretary

THE COMMON SEAL of L J LEVI
REAL ESTATE PTY LIMITED was
duly affixed by the authority of
its Board of Directors in
the presence of:


.....
Secretary




.....
Director

DEED

DATED:

PARTIES:

1. GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED
2. PATRICIA KAY MONTIFORD

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 59CAP

THIS DEED is made the 26th day of January 1993:

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **PATRICIA KAY MONTIFORD** of Unit 11, 118 Queen Street, Woollahra in the State of New South Wales ("Montiford").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Patricia Kay Montiford carries on business under the name Montiford Real Estate.
- C. Patricia Kay Montiford is the owner of 2,500 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. Montiford seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against Montiford in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

1. Montiford agrees to place 75% of her total suburban advertising centimetre volume placed by Montiford herself, or on behalf of her vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of Montiford that advertising be placed otherwise than with the Wentworth Courier Montiford does not comply with her obligations under this clause then he shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request Montiford to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be entitled to make

direct contact with the particular client, the identity of such client to be provided by Montiford to the Partners.

2.

*Confidentiality
granted*

17/12/93

F O L I O S	
RESTRICTION OF PUBLICATION	
— CLAIMED	
— DECISION PENDING	

3.

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of Montiford is correct and in accordance with the instructions received from Montiford. The Partners and Montiford agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by Montiford:-

ERROR		AMOUNT OF CREDIT
A.	Photographs of property all incorrect	100%
B.	Incorrect address of property	100%
C.	Incorrect name of real estate agency	100%
D.	Incorrect inspection time	20%
E.	Incorrect name and phone number of salesman	

- | | | |
|----|---|-------|
| | employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided Montiford arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to Montiford no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of Montiford in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. Montiford hereby agrees that he will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by Montiford following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from Montiford after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to Montiford unless Montiford has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by Montiford inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the parties shall support such application for notification.
 - 12.1 As a separate and independent covenant Montiford (called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- 4 -

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

- 5 -

THE COMMON SEAL of BREHMER)
FAIRFAX PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

SIGNED SEALED and DELIVERED)
by PATRICIA KAY MONTIFORD)
in the presence of:)

.....




DEED

DATED:

PARTIES:

- 1. GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
- 2. FILLINGER DUNN PTY LTD**

**GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 74CAP**

THIS DEED is made the 26th day of October 1993:

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **PILLINGER DUNN PTY LTD** of 352 New South Head Road, Double Bay in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Pillinger Dunn Pty Limited carries on business under the name Richardson & Wrench, Double Bay.
- C. Pillinger Dunn Pty Limited is the owner of 59,500 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.
- I. The Company is a party to the Proceedings.

NOW THIS DEED WITNESSES:

1. The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The

Partners shall be at liberty to request the Company to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

F O L I O S	
RESTRICTION OF PUBLICATION	
—	CLAIMED
—	DECISION PENDING

3.

Confidentiality granted 17/12/93

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

ERROR		AMOUNT OF CREDIT
A.	Photographs of property all incorrect	100%
B.	Incorrect address of property	100%
C.	Incorrect name of real estate agency	100%
D.	Incorrect inspection time	20%

- 3 -

- | | | |
|----|--|-------|
| E. | Incorrect name and phone number of salesman employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the Parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

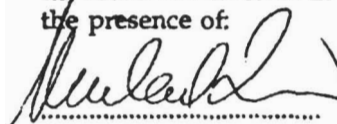
.....
Secretary

THE COMMON SEAL of BREHMER)
PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of PILLINGER)
DUNN PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)


.....
Secretary




.....
Director

DEED

DATED:

PARTIES:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
2. **SHENSTONE & CHARLES PTY LTD**

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 50CAP

THIS DEED is made the 20th day of October 1993:

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **SHENSTONE & CHARLES PTY LIMITED** of 11A Waverley Street, Bondi Junction in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Shenstone & Charles Pty Limited carries on business under the name Richardson & Wrench, Bondi Junction.
- C. Shenstone & Charles Pty Limited is the owner of 34,000 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

1. The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence

of any such requirement of the client and if not satisfied the Partners shall be entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

F O L I O S
RESTRICTION OF PUBLICATION
— CLAIMED
-- DECISION PENDING

Confidentiality granted 17/12/93

3.

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.

5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.

6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

	ERROR	AMOUNT OF CREDIT
A.	Photographs of property all incorrect	100%
B.	Incorrect address of property	100%
C.	Incorrect name of real estate agency	100%
D.	Incorrect inspection time	20%

- | | | |
|----|--|-------|
| E. | Incorrect name and phone number of salesman employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the Parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

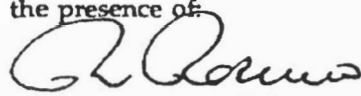
- 5 -

THE COMMON SEAL of BREHMER)
 FAIRFAX PTY LIMITED was duly)
 affixed by the authority of)
 its Board of Directors in)
 the presence of:)

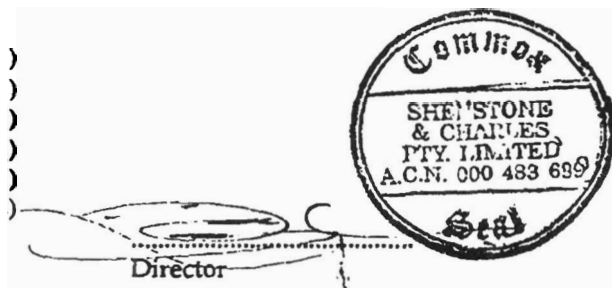
.....
 Director

.....
 Secretary

THE COMMON SEAL of)
 SHENSTONE & CHARLES)
 PTY LIMITED was duly)
 affixed by the authority of)
 its Board of Directors in)
 the presence of:)



.....
 Secretary



DEED

DATED:

PARTIES:

- 1. GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
- 2. PHIL SPENCER REAL ESTATE PTY LTD**

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 62CAP

THIS DEED is made the 26th day of October 1993:

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **PHIL SPENCER REAL ESTATE PTY LTD** of c/- JR Thomas & Co, 1st Floor, 285 George Street, Sydney in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Phil Spencer Real Estate Pty Ltd carries on the business of a real estate agency.
- C. The Company is related to Philip Arthur Spencer who is the owner of 8,500 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.
- I. Phil Spencer Real Estate Pty Ltd is a party to the Proceedings.

NOW THIS DEED WITNESSES:

1. The Company agrees to place 75% of his total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence

of any such requirement of the client and if not satisfied the Partners shall be entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

F O L I O S	
RESTRICTION OF PUBLICATION	
—	CLAIMED
—	DECISION PENDING

3.

Confidentiality granted 17/12/93

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

ERROR	AMOUNT OF CREDIT
A. Photographs of property all incorrect	100%
B. Incorrect address of property	100%
C. Incorrect name of real estate agency	100%
D. Incorrect inspection time	20%

- | | | |
|----|--|-------|
| E. | Incorrect name and phone number of salesman employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that he will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director


.....
Secretary

THE COMMON SEAL of BREHMER)
FAIRFAX PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Secretary

.....
Director

THE COMMON SEAL of PHIL)
SPENCER REAL ESTATE)
PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)


.....
Secretary




.....
Director

DEED

DATED:

PARTIES:

- 1. GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
- 2. VAMEBA PTY LTD**

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 49CAP

THIS DEED is made the 20th day of October 1993:

BETWEEN:

1. GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. VAMEBA PTY LIMITED of ³⁵⁰326 New South Head Road, Double Bay in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Vameba Pty Limited carries on business under the name Ray White, Double Bay.
- C. Vameba Pty Limited is the owner of 59,500 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.
- I. Vameba Pty Limited are a party to the Proceedings.

NOW THIS DEED WITNESSES:

1. The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence

of any such requirement of the client and if not satisfied the Partners shall be entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

F O L I O S RESTRICTION OF PUBLICATION — CLAIMED — DECISION PENDING

3.

Confidentiality granted 17/12/93

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

	ERROR	AMOUNT OF CREDIT
A.	Photographs of property all incorrect	100%
B.	Incorrect address of property	100%
C.	Incorrect name of real estate agency	100%
D.	Incorrect inspection time	20%

- | | | |
|----|--|-------|
| E. | Incorrect name and phone number of salesman employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the Parties shall support such application for notification.
- 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
- (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- 4 -

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

THE COMMON SEAL of BREHMER)
FAIRFAX PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Secretary

THE COMMON SEAL of VAMEBA)
PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Secretary

.....
Director



.....
Director

DEED

DATED:

PARTIES:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
2. **GOODHOPE REALTY PTY LIMITED**

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 53CAP

THIS DEED is made the 26th day of August 1993:

36

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **GOODHOPE REALTY PTY LIMITED** of in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Goodhope Realty Pty Limited carries on business as a real estate agency.
- C. The Company is related to John McGrath who is the owner of 20,000 fully paid "A" class shares in The Eastern Express Pty Ltd.
- E. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- F. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- G. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- H. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- I. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

1. The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then he shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be

- 2 -

entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

F O L I O S
RESTRICTION OF PUBLICATION
— CLAIMED
-- DECISION PENDING

3.

Confidentiality granted 17/12/93

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

	ERROR	AMOUNT OF CREDIT
A.	Photographs of property all incorrect	100%
B.	Incorrect address of property	100%
C.	Incorrect name of real estate agency	100%
D.	Incorrect inspection time	20%
E.	Incorrect name and phone number of salesman	

- | | | |
|----|---|-------|
| | employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the Parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

- 5 -

THE COMMON SEAL of BREHMER)
 FAIRFAX PTY LIMITED was duly)
 affixed by the authority of)
 its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

THE COMMON SEAL of
 GOODHOPE REALTY
 PTY LIMITED was duly
 affixed by the authority of
 its Board of Directors in
 the presence of:

.....
 Secretary



.....
 Director

DEED

DATED:

PARTIES:

1. GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED
2. R DOFF PTY LTD

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 63CAP

THIS DEED is made the 20th day of October 1993:

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **R DOFF PTY LTD** of 43 Hall Street, Bondi Beach in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. R Doff Pty Ltd carries on business under the name Laing & Simmons, Bondi Beach.
- C. The Company is related to Ronald Doff and Yvonne Doff who jointly are the owners of 5,000 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.
- I. R Doff Pty Ltd is a party to the Proceedings.

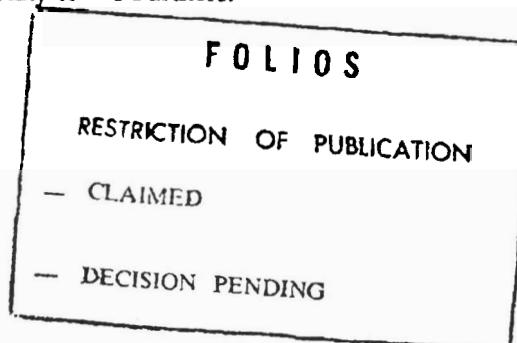
NOW THIS DEED WITNESSES:

1. The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this

- 2 -

clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.



(confidentiality granted 17/12/93)

3.

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.

5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.

6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agrees that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

ERROR	AMOUNT OF CREDIT
A. Photographs of property all incorrect	100%
B. Incorrect address of property	100%
C. Incorrect name of real estate agency	100%

- 3 -

- | | | |
|----|--|-------|
| D. | Incorrect inspection time | 20% |
| E. | Incorrect name and phone number of salesman employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that he will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:

- 4 -

- (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:
- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

- 5 -

THE COMMON SEAL of BREHMER)
 FAIRFAX PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

THE COMMON SEAL of R DOFF)
 PTY LIMITED was duly)
 affixed by the authority of)
 its Board of Directors in)
 the presence of:)

.....
 Secretary



.....
 Director

DEED

DATED:

PARTIES:

1. GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED
2. OSTAEDEN PTY LTD

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 67CAP

THIS DEED is made the 26th day of June 1993:

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **OSTAEDEN PTY LIMITED** of 40-42 Spring Street, Bondi Junction in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Ostaeden Pty Limited carries on business under the name L J Hooker, Bondi Junction.
- C. Ostaeden Pty Limited is the owner of 5,000 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

1. The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of ~~real estate~~ display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be

- 2 -

entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

F O L I O S	
RESTRICTION OF PUBLICATION	
— CLAIMED	
— DECISION PENDING	

3.

confidentiality granted 17/12/93

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

ERROR		AMOUNT OF CREDIT
A.	Photographs of property all incorrect	100%
B.	Incorrect address of property	100%
C.	Incorrect name of real estate agency	100%
D.	Incorrect inspection time	20%
E.	Incorrect name and phone number of salesman	

- | | | |
|----|---|-------|
| | employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- 4 -

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
 NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....

Director

.....
 Secretary

THE COMMON SEAL of DOUBLE)
 BAY NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....

Director

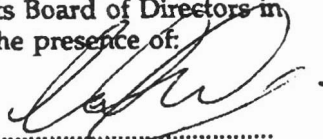
.....
 Secretary

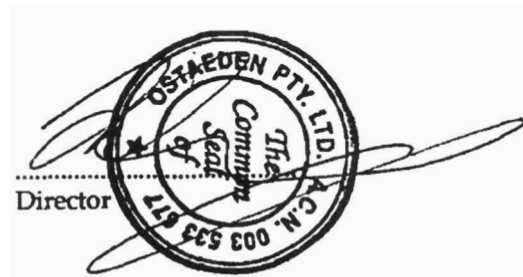
THE COMMON SEAL of BREHMER)
FAIRFAX PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of OSTAEDEN)
PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)


.....
Secretary



DEED

DATED:

PARTIES:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
2. **NEWS REAL ESTATE PTY LTD**

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 54CAP

THIS DEED is made the 21st day of October 1993:

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **NEWS REAL ESTATE PTY LIMITED** of 708 New South Head Road, Rose Bay in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. News Real Estate Pty Limited carries on business as a real estate agency.
- C. News Real Estate Pty Limited is the owner of 8,500 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

1. The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be

- 2 -

entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

F O L I O S	
RESTRICTION OF PUBLICATION	
<input type="checkbox"/>	CLAIMED
<input type="checkbox"/>	DECISION PENDING

3.

confidentiality granted 17/12/93

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

ERROR	AMOUNT OF CREDIT
A. Photographs of property all incorrect	100%
B. Incorrect address of property	100%
C. Incorrect name of real estate agency	100%
D. Incorrect inspection time	20%
E. Incorrect name and phone number of salesman	

- 3 -

- | | | |
|----|---|-------|
| | employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the Parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- 4 -

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
 was duly affixed by the authority)
 of its Board of Directors in)
 the presence of:)

.....
 Director

.....
 Secretary

THE COMMON SEAL of BREHMER)
FAIRFAX PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of NEWS
REAL ESTATE PTY LIMITED
was duly affixed by the authority
its Board of Directors in
the presence of:



.....
Director

.....
Secretary

DEED

DATED:

PARTIES:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
2. **JAERIL PTY LTD**

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 66CAP

THIS DEED is made the 20th day of October 1993:

12

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **JAERIL PTY LIMITED** of c/- Pennell Kerr Forster, 10th Floor, 234 Sussex Street, Sydney in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Jaeril Pty Limited carries on business under the name Laing & Simmons, Bondi Junction.
- C. Jaeril Pty Limited is the owner of 5,000 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the Partners' claims against the Company in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence of any such requirement of the client and if not satisfied the Partners shall be

- 2 -

entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

F O L I O S	
RESTRICTION OF PUBLICATION	
<input type="checkbox"/>	CLAIMED
<input type="checkbox"/>	DECISION PENDING

3.

Confidentiality granted 17/12/93

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

ERROR	AMOUNT OF CREDIT
A. Photographs of property all incorrect	100%
B. Incorrect address of property	100%
C. Incorrect name of real estate agency	100%
D. Incorrect inspection time	20%
E. Incorrect name and phone number of salesman	

- | | | |
|----|---|-------|
| | employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
 10. The Partners agree that they will use their best endeavours in setting advertising copy received from the Company after the advertised copy deadline of 5.00pm Friday, however the credits referred to above will not be available to the Company unless the Company has authorised the proof which was received after the copy deadline of 5.00pm on Friday and advised the Partners of any errors. Authorisation of the proof will take place by the Company inspecting the proof at the premises at 170 Bourke Road, Alexandria after 6.00pm Tuesday.
 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the Parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

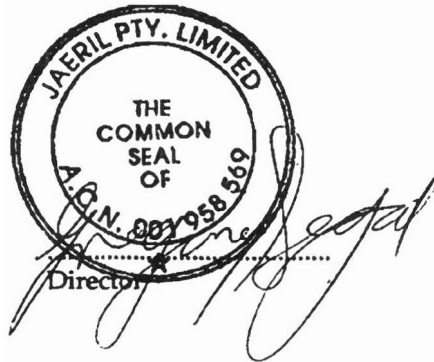
THE COMMON SEAL of BREHMER)
FAIRFAX PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Secretary

THE COMMON SEAL of JAERIL)
PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Secretary

.....
Director



DEED

DATED:

PARTIES:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY
NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY
LIMITED**
2. **VAMAMU PTY LTD**

GILBERT & TOBIN
SYDNEY
Ref. CAP
Doc. 64CAP

THIS DEED is made the 22nd day of October 1993:

6

BETWEEN:

1. **GENERAL NEWSPAPERS PTY LIMITED, DOUBLE BAY NEWSPAPERS PTY LIMITED AND BREHMER FAIRFAX PTY LIMITED** of 140 Bourke Road, Alexandria in the State of New South Wales ("the Partners"); and
2. **VAMAMU PTY LIMITED** of 108 Queen Street, Woollahra in the State of New South Wales ("the Company").

WHEREAS:

- A. The Partners publish the Wentworth Courier Newspaper.
- B. Vamumu Pty Limited carries on business under the name Raine & Horne, Woollahra.
- C. Vamumu Pty Limited is the owner of 5,000 fully paid "A" class shares in The Eastern Express Pty Ltd.
- D. The Partners have cross-claimed against Eastern Express Pty Limited and sixteen of its shareholders ("the Cross-Respondents") in proceedings no. G489 of 1990 in the Federal Court of Australia seeking damages for contravention of, inter alia, Section 45 of the Trade Practices Act, 1974 (which expression shall mean those proceedings and any other proceedings brought on the same set of facts or on any of those facts) ("the Proceedings").
- E. In the said proceedings a declaration was made on 23 July 1991 which declared that the making of and giving effect to the provision contained in article 4A(2)(e) of the Articles of Association of Eastern Express Pty Limited contravened section 45 of the Trade Practices Act 1974 ("the Contravention").
- F. The quantum of damages for the contravention remains to be assessed in the said proceedings.
- G. The Company seeks to place advertising with the Wentworth Courier newspaper on the terms and conditions set out in this Deed.
- H. The Parties have agreed to compromise the partners' claims against the Company in the Proceedings upon the terms hereinafter contained.

NOW THIS DEED WITNESSES:

Handwritten signature/initials

The Company agrees to place 75% of its total suburban advertising centimetre volume placed by the Company itself, or on behalf of its vendor/clients in respect of real estate display advertising with the Wentworth Courier for the period of three years from the execution of this Deed. If as a result of the requirement of a client of the Company that advertising be placed otherwise than with the Wentworth Courier the Company does not comply with its obligations under this clause then it shall not be guilty of a breach of the provisions of this clause. The Partners shall be at liberty to request the Company to provide reasonable evidence

- 2 -

of any such requirement of the client and if not satisfied the Partners shall be entitled to make direct contact with the particular client, the identity of such client to be provided by the Company to the Partners.

2.

F O L I O S RESTRICTION OF PUBLICATION — CLAIMED — DECISION PENDING

3.

confidentiality granted 17/12/93.

4. The Parties agree that the advertising rates in The Wentworth Courier for broken space, mono-advertising and production charges will be increased by the same percentage from existing rates as the colour rates set out above. The Parties further agree that from 1 January 1995 the abovementioned rates shall be adjusted in accordance with the Consumer Price Index annually together with any other costs beyond the control of the Partners.
5. It is agreed by the Parties that any reference to any of the parties by their defined terms includes that party's executors, administrators and assigns, or being a company, its successors and assigns.
6. The Partners agree to use their best endeavours to ensure that all advertising copy published, received in accordance with the Wentworth Courier's advertising copy deadlines and published in the Wentworth Courier on behalf of the Company is correct and in accordance with the instructions received from the Company. The Partners and the Company agree that in the event of an error in real estate display advertising which was as a result of an error by the Partners the following credits will be received by the Company:-

ERROR		AMOUNT OF CREDIT
A.	Photographs of property all incorrect	100%
B.	Incorrect address of property	100%
C.	Incorrect name of real estate agency	100%
D.	Incorrect inspection time	20%

- | | | |
|----|--|-------|
| E. | Incorrect name and phone number of salesman employed by real estate agency | 10% |
| F. | Transposition of photographs (* for each transposed photograph) | 10% * |
| G. | Incorrect phone number of real estate agency | 10% |
| H. | Incorrect address of real estate agency | 10% |
| I. | Error in description of property | 10% |
7. The Partners hereby agree that provided the Company arranges to deliver advertising copy to 170 Bourke Road, Alexandria or to the Wentworth Courier's Double Bay office before the Wentworth Courier's advertised copy deadline of 5.00pm Friday, a proof of all display advertisements equal to or greater than a quarter of a page in size will be forwarded by facsimile to the Company no later than 3.00pm the following Tuesday.
 8. The Partners agree that they will appoint an advertising sales representative to be responsible for servicing the advertising needs of the Company in respect of placing real estate display advertising and classified advertising with the Wentworth Courier.
 9. The Company hereby agrees that it will advise the nominated Wentworth Courier employee whose name and phone number appear on the facsimile, of errors in facsimiled proofs referred to in paragraph 5 hereof within two (2) hours of receiving the proof to enable corrections to be made to the proofs. The Parties agree that no credits will be given for errors not advised by the Company following receipt of the facsimiled proof.
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 11. The Parties agree that this Agreement shall be notified to the Trade Practices Commission pursuant to Section 93 of the Trade Practices Act and the Parties shall support such application for notification.
 - 12.1 As a separate and independent covenant the Company and each Director (in this clause each severally called "the Covenantor") undertakes and covenants severally with the Partners that the Covenantor will not and will procure that no Covenantor Related Corporation (as defined in clause 12.2) will:
 - (a) make or lodge a complaint with the Commission with respect to the substance of any transaction the subject of this deed:

- (b) request the Commission to withdraw the benefit of any statutory protection conferred by virtue of lodgement with the Commission of notification pursuant to Section 93 of the Act with respect to the substance of any transaction the subject of this deed; and
- (c) entice or encourage any other party to do anything referred to in clause 12.1(a) or 12.1(b).

12.2 A "Covenantor Related Corporation" for the purpose of this clause 12 means a related body corporate (as that expression is defined in Section 50 of the Corporations Law) of the Covenantor and any party with whom the Covenantor is associated (as that word is defined in Section 11 of the Corporations Law).

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of GENERAL)
NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of DOUBLE)
BAY NEWSPAPERS PTY LIMITED)
was duly affixed by the authority)
of its Board of Directors in)
the presence of:)

.....
Director

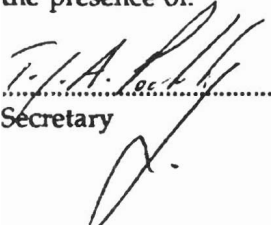
.....
Secretary

THE COMMON SEAL of BREHMER)
FAIRFAX PTY LIMITED was duly)
affixed by the authority of)
its Board of Directors in)
the presence of:)

.....
Director

.....
Secretary

THE COMMON SEAL of VAMUMU
PTY LIMITED was duly
affixed by the authority of
its Board of Directors in
the presence of:


.....
Secretary

