



Share Sale and Purchase Agreement

Each person named in column 1 of the table in
Schedule 1

(each a **Seller** and together the **Sellers**)

and

Industry Super Holdings Pty. Ltd.

ACN 119 748 060

(the **Buyer**)

For the sale and purchase of shares in The New
Daily Pty. Ltd.

2016

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THIS AGREEMENT is made on _____ February _____ 2016

BETWEEN:

- (1) **Each person named in column 1 of the table in Schedule 1** (each a **Seller** and together the **Sellers**); and
- (2) **Industry Super Holdings Pty. Ltd.** ACN 119 748 060 (the **Buyer**).

RECITALS:

- (A) The Sellers are the registered holders and beneficial owners of the number of TND Shares set out in column 2 of the table in Schedule 1 opposite their respective names.
- (B) The Sellers and the Buyer together comprise all the members of The New Daily.
- (C) The Sellers and the Buyer enter into this agreement for the sale and purchase of the shares referred to in recital (A).

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this agreement.

AustralianSuper means AustralianSuper Pty Ltd ABN 94 006 457 987.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne.

Cbus means United Super Pty Ltd ABN 46 006 261 623 AFSL 233792 as trustee of the Construction and Building Unions Superannuation Fund ABN 75 493 262.

Claim means, in relation to a person, any claim, cause of action, proceeding, suit or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Completion means completion of the sale and purchase of the Sale Shares under clause 5.

Completion Date means the date that is three Business Days after the date of execution of this agreement, or such other date as the Sellers and the Buyer agree before the above date, in writing, is to be the Completion Date.

Corporations Act means the *Corporations Act 2001* (Cth).

FirstSuper means First Super Pty Ltd ABN 42 053 498 472 AFSL 223988 as trustee of First Super ABN 56 286 625 181.

HESTA means H.E.S.T. Australia Limited ABN 66 006 818 695 AFSL No. 235249, Trustee of Health Employees Superannuation Trust Australia ABN 64 971 749 321.

Independent Directors means the directors whose names appear in Schedule 6.

Insolvency Event means, in respect of a person:

- (a) the person states that it is unable to pay its debts or becomes insolvent within the meaning of section 95A of the Corporations Act or insolvent under administration

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within the meaning of section 9 of the Corporations Act, or circumstances exist such that the Court must presume insolvency under section 459C of the Corporations Act (regardless of whether or not an application has been made as referred to in that section);

- (b) an application being made to a court for an order to appoint, or a step is taken to appoint, a controller, administrator, receiver, provisional liquidator, trustee for creditors in bankruptcy or analogous person to the person or any of the person's property, or such an appointment being made;
- (c) the holder of a Security Interest or any agent on its behalf exercising any rights under the Security Interest or Chapter 4 of the PPSA;
- (d) the person suspends payment of its debts or enters, or takes any step towards entering, a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or
- (e) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation.

Loss includes any loss, damage, liability, compensation, fine, penalty, charge, payment, cost or expense however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

LUCRF means L.U.C.R.F Pty Ltd ABN 18 005 502 090 AFSL 258481 as Trustee of Labour Union Co-Operative Retirement Fund (LUCRF Super) ABN 26 382 680 883 RSE Licence L0002981 RSE Reg. R1067521.

Nominee Director, in relation to a Seller, means the director whose name appears opposite the Seller's name in the table in Schedule 5 or such other person appointed/nominated by the Seller as the Seller's Nominee Director.

PPS Security Interest means a security interest that is subject to the PPSA.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Sale Shares, in relation to a Seller, means the number of TND Shares set out in column 2 of the table in Schedule 1 opposite to the Seller's name.

Security Interest means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

The New Daily means The New Daily Pty. Ltd. ACN 153 137 243.

TND Constitution means the constitution of The New Daily.

TND Share means a fully paid ordinary share in the capital of The New Daily.

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Trust in relation to a Trustee Seller means the trust known by the name specified opposite the Trustee Seller in column 2 of 4 constituted by the relevant Trust Deed.

Trust Deed, in relation to a Trust, means the trust deed establishing the Trust, including any amendments thereto.

Trustee Seller means each Seller specified in column 1 of the table in 4.

Trust Fund in relation to a Trust means the assets of the Trust.

Warranty means a representation or warranty made by the Seller under clause 7.

1.2 Rules for interpreting this agreement

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this agreement) or agreement, or a provision of a document (including this agreement) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this agreement or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The expression **this agreement** includes the agreement, arrangement, understanding or transaction recorded in this agreement.

1.3 The rule about contra proferentem

This agreement is not to be interpreted against the interests of a party merely because that party proposed this agreement or some provision in it or because that party relies on a provision of this agreement to protect itself.

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1.4 **Non Business Days**

If the day on or by which a person must do something under this agreement is not a Business Day, the person must do it on or by the next Business Day.

2. **AGREEMENT TO SELL AND BUY**

2.1 **Sale and purchase**

Each Seller agrees to sell the Sale Shares specified opposite its name in column 2 of the table in Schedule 1 free from any Security Interest, and the Buyer agrees to buy the Sale Shares from the Seller, for the consideration specified in clause 3, on the terms of this agreement.

2.2 **Title, property and risk**

- (a) Until Completion, the title to, property in and risk of the Sale Shares remain solely with the respective Sellers.
- (b) Subject to Completion, with effect from Completion, the title to, property in and risk of the Sale Shares (including all rights which were attached to or had accrued on the Sale Shares at Completion, including the right to receive any dividend not yet paid at Completion) pass to the Buyer.

3. **CONSIDERATION**

In consideration of the sales of the Sale Shares by the respective Sellers to the Buyer, the Buyer agrees to pay to the Sellers at Completion the sum of \$100 (the **Purchase Price**) to be allocated amongst the Sellers on a pro-rata basis in accordance with their shareholdings. . Payment of the Purchase Price will be made by way of bank transfer to the bank accounts of each of the Sellers, details of which will be notified to the Buyer by each of the Sellers prior to Completion.

4. **THE NEW DAILY CONSTITUTION**

4.1 **Waiver of rights of pre-emption**

Each party agrees with each other party that, for the purposes of the TND Constitution, it waives its rights under rule 14 of the TND Constitution in respect of the respective disposals of TND Shares by the Sellers under this agreement.

4.2 **Amendment of constitution**

The parties, being all of the members in The New Daily, agree and state that, pursuant to section 249A(2) of the Corporations Act, they are in favour of the following resolution:

"That the Constitution of The New Daily Pty. Ltd. be amended as follows:

- (a) *by inserting the following new definition of "Eligible Investor" in rule 3.1 of the Constitution in place of the existing definition:*

"Eligible Investor means a Superannuation Fund with net assets of not less than \$10 million, Industry Super Holdings Pty. Ltd. or any other person approved in writing by members holding not less than a majority of the ordinary shares on issue.";

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- (b) by inserting the following new rule 25.3 in place of the existing rule 25.3:

"25.3 Board composition

Subject to the maximum number of Directors for the time being fixed under rule 25.1 not being exceeded:

- (a) the Company by ordinary resolution; or
- (b) members holding a majority of the issued shares of the Company conferring the right to vote, by writing delivered to the Company

may appoint a person to be a Director either to fill a casual vacancy or as an addition to the Board."

5. COMPLETION

5.1 Time and place for Completion

Completion must take place at 2pm (Melbourne time) on the Completion Date at the offices of the Buyer at:

Level 29, Casselden
2 Lonsdale Street
Melbourne VIC 3000

or such other time or place the parties may agree.

5.2 Sellers' obligations at Completion

Each Seller at Completion must give to the Buyer, in a form previously approved by the Buyer (such approval not to be unreasonably withheld or delayed) and duly signed:

- (a) transfers of the Sale Shares being sold by it, naming as transferee the Buyer (or its nominee), which have been duly executed by the holders of the Sale Shares and which are in registrable form, together with any share certificates issued in respect of the Sale Shares; and
- (b) any other document which the Buyer reasonably requires to obtain good title to the Sale Shares and get the Sale Shares registered in the name of the Buyer (or its nominee).

The Sellers must also give to the Buyer a copy of the confirmation of waiver given to The New Daily under clause 1.1 (if it has not done so before Completion).

5.3 The New Daily board meeting for Completion

The parties must ensure that, at or before Completion, resolutions are duly passed by the directors of The New Daily, subject to Completion, to approve the transfers of the Sale Shares to the Buyer (or its nominee), to register the transfers of the Sale Shares, to issue a new share certificate for the Sale Shares in the name of the Buyer (or its nominee), and to cancel any existing share certificates.

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5.4 Buyer obligations at Completion

At Completion the Buyer must:

- (a) give to each Seller a copy of the confirmation of waiver given to The New Daily under clause 1.1 (if it has not done so before Completion);
- (b) pay the Purchase Price to the Sellers in accordance with clause 3.

5.5 When does Completion occur

Completion occurs only once the Buyer and Sellers have each satisfied their respective obligations under clauses 5.2, 5.3 and 5.4.

6. POST COMPLETION

6.1 Registration of Sale Shares

- (a) After Completion and until the Sale Shares are registered in the name of the Buyer (or its nominee), each Seller must take any action as registered holder of the Sale Shares sold by it that the Buyer requires by notice to that Seller.
- (b) The Buyer must cause all the Sale Shares to be registered in its name (or the name of its nominee) as soon as practicable after Completion.

6.2 The New Daily's Board

- (a) Subject to Completion, the Buyer undertakes to each Seller, for the period commencing on the Completion Date and ending on the third anniversary of the Completion Date, not to remove that Seller's Nominee Director from the office of director of The New Daily without the approval of that Seller (such approval not to be unreasonably withheld or delayed).
- (b) Subject to Completion, the Buyer also undertakes to the Sellers, for the period commencing on the Completion Date and ending on the third anniversary of the Completion Date, not to remove any Independent Director from the office of director of The New Daily without the approval of a majority of the Sellers (such approval not to be unreasonably withheld or delayed).

6.3 Capital Injections Cap

- (a) Subject to Completion and paragraph (b), the Buyer agrees with the Sellers that the maximum aggregate amount that the Buyer may inject into The New Daily by way of capital (whether as equity contributions or loans to The New Daily) during the period commencing on the Completion Date and ending on the third anniversary of the Completion Date, is \$4.9 million (the **Capital Injection Cap**).
- (b) The Capital Injection Cap may only be exceeded only with the prior written consent of (i) the members of the Buyer through a resolution of the members under the constitution of the Buyer and (ii) each of the Sellers.

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7. WARRANTIES OF THE SELLER

7.1 Warranties

- (a) Each Seller represents and warrants to the Buyer that each of the statements in Sections 1 and 2 of Schedule 2 is true as at the date of this agreement and will be true as at the Completion Date.
- (b) Each Trustee Seller represents and warrants to the Buyer that each of the statements in Section 3 of Schedule 2 is true as at the date of this agreement and will be true as at the Completion Date.

7.2 Reliance on Sellers' representations and warranties

Each Seller acknowledges that the Buyer has executed this agreement and agreed to take part in the transactions that this agreement contemplates in reliance on the Warranties that are made in this clause 7.

7.3 Indemnity

Subject to Completion occurring, the Sellers must severally indemnify the Buyer against the amount of any Loss suffered or incurred by the Buyer as a direct result of any breach of any of the Warranties given by it.

7.4 No reliance other than on representations

The Buyer acknowledges, and also represents and warrants, that except for the Warranties, no Seller has made or makes any express or implied representation or warranty at all.

7.5 No merger

The Warranties are continuing Warranties and do not merge on Completion but remain in full force.

7.6 Interpreting Warranties

- (a) Any reference to a contravention of, or to a breach of, any of the Warranties includes any of the Warranties not being true.
- (b) Each Warranty is a separate warranty and representation and its meaning is not affected by any other Warranty.

8. WARRANTIES BY THE BUYER

8.1 Warranties of the Buyer

The Buyer represents and warrants to the Sellers that each of the following statements is true as at the date of this agreement and will be true as at the Completion Date:

- (a) The Buyer is duly incorporated and validly exists under the laws of the place of its incorporation.
- (b) The Buyer has full legal capacity and power to enter, and has taken all corporate action that is necessary to authorise its entry, into this agreement.
- (c) This agreement constitutes legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with its terms (except to the extent

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limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration.

- (d) The Buyer is not entering into this agreement as trustee of any trust or settlement.
- (e) The Buyer is not affected by an Insolvency Event.

8.2 **Reliance on Buyer's representations and warranties**

The Buyer acknowledges that the Sellers have executed this agreement and agreed to take part in the transactions that this agreement contemplates in reliance on the representations and warranties that are made in this clause 8.

9. **COSTS AND STAMP DUTY**

9.1 **Costs generally**

Subject to clause 9.2, each party must pay its own expenses incurred in negotiating, preparing, executing, completing and carrying into effect this agreement.

9.2 **Stamp duty generally**

The Buyer is solely responsible for, and must indemnify each Seller against, any duty including any interest or penalty that is payable on or in relation to:

- (a) this agreement;
- (b) the sale, purchase or transfer of the Sale Shares under this agreement; and
- (c) any instrument or transaction that this agreement contemplates.

10. **NOTICES**

10.1 **How to give a notice**

A notice, consent or other communication under this agreement is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full; or
 - (iii) sent in electronic form (such as email).

10.2 **When a notice is given**

A notice, consent or other communication that complies with this clause 10 is regarded as given and received:

- (a) if it is delivered or sent by fax:

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- (i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or
- (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day; and
- (b) if it is sent by mail:
 - (i) within Australia – four Business Days after posting; or
 - (ii) to or from a place outside Australia – ten Business Days after posting; and
- (c) if it is sent in electronic form - when the sender receives a valid, digitally signed acknowledgment of receipt from the addressee.

10.3 Addresses for notices

A person's mail and email address and fax number are those set out in Schedule 3, or as the person notifies the sender.

11. AMENDMENT AND ASSIGNMENT

11.1 Amendment

This agreement can only be amended or replaced by another document executed by the parties.

11.2 Assignment

A party may only assign, encumber, declare a trust over or otherwise deal with its rights under this agreement with the written consent of each other party.

12. GENERAL

12.1 Governing law

- (a) This agreement and any dispute arising out of or in connection with the subject matter of this agreement is governed by the laws of the State of Victoria.
- (b) Each party submits to the exclusive jurisdiction of the courts of that State and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this agreement.

12.2 Giving effect to this agreement

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this agreement.

12.3 Consents

Where this agreement contemplates that a party may agree or consent to something (however it is described), that party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

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unless this agreement expressly contemplates otherwise.

12.4 Operation of this agreement

- (a) This agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.
- (b) Any provision of this agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this agreement enforceable, unless this would materially change the intended effect of this agreement.

12.5 Operation of indemnities

- (a) Each indemnity in this agreement survives the expiry or termination of this agreement.
- (b) A party may recover a payment under an indemnity in this agreement before it makes the payment in respect of which the indemnity is given.
- (c) The liability of the Sellers under this agreement shall be several (not joint and several).

12.6 No merger

No provision of this agreement merges on Completion.

12.7 Counterparts

This agreement may be executed in counterparts.

Delivery of a counterpart of this agreement by email attachment (pdf) or fax constitutes an effective mode of delivery.

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SCHEDULE 1

Details of Sellers and TND Shares

| Column 1 – Names of Sellers | Column 2 – Number of TND Shares being sold by the Sellers, respectively (being the Sale Shares in relation to Sellers, respectively) |
|------------------------------------|---|
| AustralianSuper | 2,000,000 |
| Cbus | 2,000,000 |
| HESTA | 2,000,000 |
| LUCRF | 2,000,000 |
| FirstSuper | 2,000,000 |

SCHEDULE 2

Warranties of the Sellers

1. The Seller

- 1.1 The Seller is duly incorporated and validly exists under the laws of the place of its incorporation.
- 1.2 The Seller has full legal capacity and power to own its property and to carry on its business.
- 1.3 The Seller has full legal capacity and power to enter, and has taken all corporate action that is necessary to authorise its entry, into this agreement.
- 1.4 This agreement constitutes legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration.
- 1.5 The Seller is not affected by an Insolvency Event.
- 1.6 As at the date of this agreement, no litigation, arbitration, mediation, conciliation or administrative proceeding is taking place or, to the best of the Seller's knowledge, pending or threatened whose outcome is likely to have a material adverse effect on the ability of the Seller to perform its obligations to complete the sale and purchase of the Sale Shares.

2. The Sale Shares

- 2.1 The Seller is the beneficial owner and registered holder of the number of TND Shares set out in column 2 of the table in Schedule 1 adjacent to its name.
- 2.2 The Seller has good and marketable title to the number of TND Shares set out in column 2 of the table in Schedule 1 adjacent to its name, free from any Security Interest.
- 2.3 No person has made a Claim to be entitled to a Security Interest affecting any Sale Share.
- 2.4 The Seller has not disposed of, agreed to dispose of, or granted any option to purchase, any Sale Share or any interest in any Sale Share.

3. Trustee Seller warranties

- 3.1 The Trust of which the Trustee Seller is trustee is duly constituted and has not terminated, nor has the date or any event occurred for the vesting of the Trust Fund.
- 3.2 The Trustee Seller is the sole trustee of the Trust. The Seller has not given any notice of resignation and no action has been taken to remove it or to appoint an additional trustee of the Trust.
- 3.3 The Trustee Seller has full legal capacity and power under the Trust Deed to:
 - (a) own the Trust Fund and carry on the business of the Trust as it is now being conducted; and
 - (b) enter into this document and complete the sale and purchase of the Sale Shares,

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as trustee of the Trust.

- 3.4 Entry by the Trustee Seller into this agreement does, and performance of its obligations under it will not, contravene any law to which it is subject.
- 3.5 All action that is necessary under the Trust Deed or at law to:
- (a) authorise the Trustee Seller's entry into this document and complete the sale and purchase of the Sale Shares;
 - (b) ensure that this document is legal, valid and binding on it as trustee of the Trust and admissible in evidence against it in that capacity; and
 - (c) enable it to properly carry on the business of the Trust,
- has been taken.
- 3.6 The Trustee Seller is entering into this document as part of the proper administration of the Trust, for the commercial benefit of the Trust and for the benefit of the beneficiaries of the Trust.
- 3.7 The Trustee Seller
- has the right to be fully indemnified out of the Trust Fund in relation to this document, that right has not been modified, released or diminished in any way, and the Trust Fund is sufficient to satisfy that right in full.

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SCHEDULE 3

Addresses for notices (see clause 10.3)

| Party | Address | Fax | Email address | Attention |
|-----------------|--|-----------------|---------------|--|
| AustralianSuper | Level 33, 50 Lonsdale Street, Melbourne, Victoria, 3000 | +61 3 8648 3999 | | Ian Silk – Chief Executive (cc: Marilyn Mather – Group Legal) |
| Cbus | Level 28, 2 Lonsdale Street, Melbourne VIC 3000 | 1300 361 794 | | David Atkin, CEO (cc: Michael Guilday – General Manager, Investments Legal) |
| HESTA | Level 20, 2 Lonsdale Street Melbourne VIC 3000 | +61 3 8660 1655 | | Debby Blakey, CEO, H.E.S.T.A. |
| LUCRF | 833 Bourke Street Docklands, VIC 3008 | +61 3 9326 6907 | | Charlie Donnelly, CEO, LUCRF Super |
| FirstSuper | Level 3, 200 Arden Street North Melbourne VIC 3051 | 1300 362 899 | | Bill Watson CEO, First Super |
| The Buyer | Level 29, Casselden 2 Lonsdale Street | +61 3 8672 5306 | | Josh Lim Company Secretary, ISH |

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| | | | | |
|--|--------------------|--|--|--|
| | Melbourne VIC 3000 | | | |
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SCHEDULE 4

Trustee Sellers, Trusts and Trust Deeds

| Column 1 – Trustee Sellers | | Column 2 – Trust's name | |
|----------------------------|--|---|--|
| United Super Pty Ltd | | Construction and Building Unions Superannuation Fund | |
| First Super Pty Ltd | | First Super | |
| H.E.S.T. Australia Limited | | Health Employees Superannuation Trust Australia | |
| L.U.C.R.F Pty Ltd | | Labour Union Co-Operative Retirement Fund | |

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SCHEDULE 5**Seller Nominee Directors (see clause 6.2(a))**

| Name of Nominee Director | Nominated to the Board by the following Seller: |
|---------------------------------|--|
| Lucio Di Bartolomeo | AustralianSuper |
| Glenn Thompson | Cbus |
| Klaus Zimmermann | HESTA |
| Charlie Donnelly | LUCRF |
| Bill Watson | First Super |

SHARE SALE AND PURCHASE AGREEMENT
For the sale and purchase of shares in The New Daily Pty. Ltd.

SCHEDULE 6

Independent Directors (see clause 6.2(b))

Tessa Court

Gerard Noonan

SHARE SALE AND PURCHASE AGREEMENT
For the sale and purchase of shares in The New Daily Pty. Ltd.

EXECUTED as an agreement.

Each person who executes this agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

EXECUTED by AustralianSuper Pty Ltd:

Signature of director

Signature of director/secretary

Name

Name

**EXECUTED BY UNITED SUPER PTY LTD
ABN 46 006 261 623** in its capacity as trustee of the Construction and Building Unions Superannuation Fund by its duly appointed attorneys, who declare that they have no notice of revocation of the power of attorney dated 18 December 2013 pursuant to which they were appointed:

Signature of Attorney

Signature of Attorney

Name (Please Print)

Name (Please Print)

EXECUTED by First Super Pty Ltd as trustee of First Super:

Signature of director

Signature of director/secretary

SHARE SALE AND PURCHASE AGREEMENT
For the sale and purchase of shares in The New Daily Pty. Ltd.

Name

Name

**EXECUTED by H.E.S.T. Australia
Limited:**

Signature of director

Signature of director/secretary

Name

Name

EXECUTED by L.U.C.R.F Pty Ltd:

Signature of director

Signature of director/secretary

Name

Name

**EXECUTED by Industry Super Holdings
Pty. Ltd.:**

Signature of director

Signature of director/secretary

Name

Name

