

8 Chifley
8-12 Chifley Square Sydney NSW 2000
GPO Box 9925 NSW 2001
Tel (02) 9210 6500
Fax (02) 9210 6611
www.corrs.com.au

**CORRS
CHAMBERS
WESTGARTH**
lawyers

Date 11 November 2015
Pages 24 (including this page)

To Company Announcements Platform
Australian Securities Exchange Limited

Sydney
Melbourne
Brisbane
Perth


Dear Sir/Madam,

Notice of change of interests of substantial holder

We act for the Apollo Group.

In accordance with the *Corporations Act 2001* (Cth), we **attach** a Form 604 "Notice of change of interests of substantial holder" issued by the Apollo Group in relation to the shares in Nine Entertainment Co. Holdings Limited.

Yours faithfully
Corrs Chambers Westgarth


Andrew Lumsden

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To: Company Name/Scheme
ACN/ARSN

Nine Entertainment Co. Holdings Limited (NEC)
ACN 122 203 892

1. Details of substantial holder (1)

Name AIF VII Singapore Pte. Ltd. and certain related bodies corporate named in Annexure A (Apollo Group)

This notice is issued on behalf of the Apollo Group

ACN/ARSN (if applicable)

Not applicable

There was a change in the interests of the
substantial holder on 09/11/15
The previous notice was given to the company on 14/09/15
The previous notice was dated 14/09/15

2. Previous and present voting power

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

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	210,325,609	23.43%	86,664,601	9.82%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
09/11/15	Apollo Group	Apollo Group's substantial holding decreased as a result of the partial sale of shares held by the holders listed in Annexure B to Birketu Pty Ltd in connection with completion under the Sale Agreement dated 19 October 2015, a redacted copy of which accompanies this notice at Annexure C.	\$192,112,426.78	118,587,919 ordinary shares	118,587,919 ordinary shares
09/11/15	Apollo Group	As Apollo Group no longer holds more than 20% in NEC, Apollo Group no longer holds a relevant interest under s 608(3) of the Corporations Act 2001 (Cth) by reason of NEC's control over: (a) the escrowed shares held by Geoff Jones (195,121) and David Gyngell (4,878,048); and (b) 110,000 shares acquired by David Gyngell which are subject to vesting and holding restrictions.	N/A	5,183,169 ordinary shares	5,183,169 ordinary shares

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Apollo Group	Those holders listed in Annexure B	Those holders listed in Annexure B	Relevant interest under section 608(1) of the Corporations Act 2001 (Cth)	86,554,601 ordinary shares	86,554,601

5. Changes in association

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

Name and ACN/ARSN (if applicable)	Nature of association
n/a	n/a

6. Addresses

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

Name	Address
Apollo Group	See Annexure B

Signature

print name

Chin Hwee Tan

capacity Director

sign here

date

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg, a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
- any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A

This is Annexure A of 3 pages referred to in the Form 604 (Notice of change of interests of substantial holder)

print name

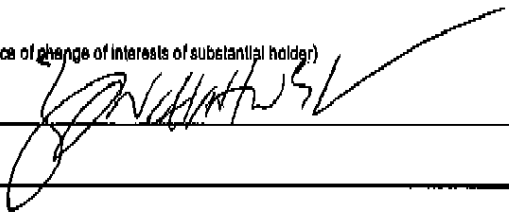
Chin Hwee Tan

capacity

Director

sign here

date



	Name	Address
1	AIF VII Singapore Pte. Ltd	61 Robinson Road, 11th Floor Suite 1, Robinson Centre, Singapore 068893
2	Apollo Credit Singapore Pte. Ltd	61 Robinson Road, 11th Floor Suite 1, Robinson Centre, Singapore 068893
3	Apollo Centre Street Partnership, L.P.	One Manhattanville Road, Suite 201, Purchase, New York 10577
4	Apollo Special Opportunities Managed Account, L.P.	One Manhattanville Road, Suite 201, Purchase, New York 10577
5	Apollo SPN Investments 1 (Credit), LLC	One Manhattanville Road, Suite 201 Purchase, New York 10577
6	Apollo Management Singapore Pte Ltd	61 Robinson Road, 11th Floor Suite 1, Robinson Centre, Singapore 068893
7	Apollo Centre Street Management, LLC	One Manhattanville Road, Suite 201 Purchase, New York 10577
8	Apollo SVF Management L.P.	9 West 57th Street, 43rd Floor New York, New York 10019
9	Apollo SPN Management, LLC	One Manhattanville Road, Suite 201 Purchase, New York 10577
10	Apollo ST Fund Management, LLC	9 West 57th Street, 43rd Floor New York, New York 10019
11	Apollo Advisors VII (EH), L.P.	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
12	Apollo Advisors VII (EH-GP), Ltd	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
13	Apollo Principal Holdings III GP, Ltd	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
14	Apollo SPN Advisors (APO DC), L.P.	One Manhattanville Road, Suite 201 Purchase, New York 10577
15	Apollo SPN Capital Management (APO DC-GP), LLC	One Manhattanville Road, Suite 201 Purchase, New York 10577
16	Apollo Centre Street Advisors (APO DC), L.P.	One Manhattanville Road, Suite 201 Purchase, New York 10577
17	Apollo Centre Street Advisors (APO DC-GP), LLC	One Manhattanville Road, Suite 201 Purchase, New York 10577
18	Apollo SOMA Advisors, L.P.	One Manhattanville Road, Suite 201 Purchase, New York 10577
19	Apollo SOMA Capital Management, LLC	c/o Apollo SOMA Advisors, L.P., One Manhattanville Road, Suite 201 Purchase, New York 10577
20	Apollo European Strategic Advisors L.P.	9 West 57th Street, 43rd Floor, New York, New York 10019
21	Apollo European Credit Advisors, L.P.	9 West 57th Street, 43rd Floor, New York, New York 10019
22	Apollo SK Strategic Advisors, L.P.	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
23	Apollo European Strategic Advisors LLC	9 West 57th Street, 43rd Floor, New York, New York 10019
24	Apollo European Credit Advisors, LLC	9 West 57th Street, 43rd Floor, New York, New York 10019
25	Apollo SK Strategic Advisors, LLC	One Manhattanville Road, Suite 201 Purchase, New York 10577
26	Apollo Principal Holdings IX GP, Ltd	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
27	Apollo Principal Holdings IV GP, Ltd	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
28	Apollo Principal Holdings II GP, LLC	One Manhattanville Road, Suite 201 Purchase, New York 10577
29	Apollo Asia Management GP, LLC	c/o Apollo Asia Management, L.P., 9 West 57th Street, 43rd Floor, New York, New York 10019
30	Apollo SVF Management GP, LLC	c/o Apollo SVF Management, L.P., 9 West 57th Street, 43rd Floor, New York, New York 10019
31	Apollo Capital Management GP, LLC	c/o Apollo Capital Management, L.P., 9 West 57th Street, 43rd Floor, New York, New York 10019
32	Apollo Management Holdings GP, LLC	One Manhattanville Road, Suite 201 Purchase, New York 10577
33	AIF VII Asia Intermediate, LLC	One Manhattanville Road, Suite 201 Purchase, New York 10577
34	AIF VII Euro Leverage, L.P.	c/o Apollo Advisors VII (EH), L.P., One Manhattanville Road, Suite 201, Purchase, NY 10577, United States of America
35	Apollo Principal Holdings III, L.P.	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
36	APO Asset Co., LLC	One Manhattanville Road, Suite 201 Purchase, New York 10577
37	Apollo SPN Investments I, L.P.	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
38	Apollo Asia Management L.P.	One Manhattanville Road, Suite 201 Purchase, New York 10577
39	Apollo European Strategic Investments (Holdings), L.P.	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
40	Apollo European Credit Master Fund L.P.	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
41	Apollo SK Strategic Investments, L.P.	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
42	Apollo Credit Master Fund Ltd	Maples Corporate Services Limited, P.O. Box 309, Ugland House, Grand Cayman KY1-1104 Cayman Islands
43	Apollo Credit Strategies Master Fund Ltd	Maples Corporate Services Limited, P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
44	Apollo Principal Holdings IX, L.P.	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
45	Apollo Principal Holdings IV, L.P.	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY19005
46	Apollo Principal Holdings II, L.P.	One Manhattanville Road, Suite 201 Purchase, New York 10577
47	Apollo Capital Management L.P.	9 West 57th Street, 43rd Floor, New York, New York 10019
48	Apollo Management Holdings, L.P.	One Manhattanville Road, Suite 201 Purchase, New York 10577
49	APO (FC), LLC	One Manhattanville Road, Suite 201 Purchase, New York 10577
50	APO Corp.	One Manhattanville Road, Suite 201 Purchase, New York 10577
51	Apollo Global Management, LLC	9 West 57th Street, 43rd Floor, New York, New York 10019
52	AMH Holdings (Cayman), LP	
53	AMH Holdings GP, Ltd	
54	Apollo Management GP, LLC	9 West 57th Street, 43rd Floor, New York, New York 10019
55	Apollo Management, LP	9 West 57th Street, 43rd Floor, New York, New York 10019

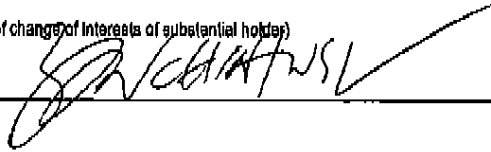
	Name	Address
56	AIF VII Management, LLC	9 West 57th Street, 43rd Floor, New York, New York 10019
57	Apollo Management VII, LP	9 West 57th Street, 43rd Floor, New York, New York 10019
58	AIF VIII Management, LLC	9 West 57th Street, 43rd Floor, New York, New York 10019
59	Apollo Management VIII, L.P.	9 West 57th Street, 43rd Floor, New York, New York 10019

Annexure B

This is Annexure B of 2 pages referred to in the Form 604 (Notice of change of interests of substantial holder)

print name

Chin Hwee Tan



capacity

Director

sign here

date

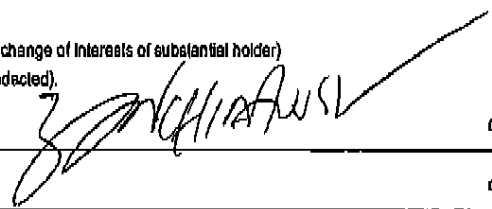
	Name	Number of ordinary shares	Address
1	Apollo Credit Singapore Pte Ltd	9,399,137	61 Robinson Road, 11th Floor Suite 1, Robinson Centre, Singapore 068893
2	Apollo SPN Investments I (Credit) LLC	5,912,672	One Manhattanville Road, Suite 201 Purchase, New York 10577
3	Apollo Special Opportunities Managed Account L.P.	4,980,600	One Manhattanville Road, Suite 201, Purchase, New York 10577
4	Apollo Centre Street Partnership L.P.	2,043,290	One Manhattanville Road, Suite 201, Purchase, New York 10577
5	AIF VII Singapore Pte. Ltd	64,218,502	61 Robinson Road, 11th Floor Suite 1, Robinson Centre, Singapore 068893

Annexure C

This is Annexure C of 15 pages referred to in the Form 604 (Notice of change of interests of substantial holder)
The attached is a true copy of the original agreement (other than as redacted).

print name

Chin Hwee Tan



capacity

Director

sign here

date

Apollo Management

on behalf of the Vendors listed in Annexure A
Suite 1101, Robinson Centre
61 Robinson Road
Singapore 068893

COMMERCIAL-IN-CONFIDENCE

19 October 2015

Birketu Pty. Ltd.
ACN 003 831 392
Television Avenue
Mount Saint Thomas NSW 2500
Attn: Board of Directors

Dear Sirs

Sale of Shares in Nine Entertainment Co. Holdings Limited

Introduction

- 1 This document sets out the terms on which the Vendors listed in Annexure A have agreed with you to dispose of some of the fully paid ordinary shares held by them in Nine Entertainment Co. Holdings Limited ACN 122 203 892 (the **Company**) (the **Sale Shares**) (the **Sale**) and the terms on which the Vendors agree to sell you the Sale Shares. Each Vendor agrees to dispose of the number of Sale Shares noted against their name in Annexure A.

Sale of shares

- 2 The Vendors agree to sell the Sale Shares to you for a price of \$1.62 per Sale Share (**Sale Price**). By accepting this offer you agree to purchase the Sale Shares at the Sale Price in accordance with the terms of this document.

Formation

- 3 The agreement evidenced by this document is formed in Singapore as the place where Apollo Management receives communication of your acceptance of the offer in this document.

Settlement and payment

- 4 The total consideration for the Sale is \$192,112,428.78 (being the Sale Price - \$1.62, multiplied by the number of Sale Shares -118,567,919).
- 5 Subject to clauses 7, 8 and 10, you must pay a non-refundable deposit of \$50,000,000 (**Deposit**) to the Vendors in the amounts set out in Annexure A immediately upon and as a condition of acceptance. We acknowledge that we have seen evidence that you have sent funds to our solicitors who will hold the Deposit and will transfer the Deposit to us in the amounts set out in Annexure A following acceptance of this document.

- 6 The balance of the amount owing of \$142,112,428.78 (**Completion Payment**) is payable by 9 November 2015 (**Completion Date**). The Completion Payment must be paid in accordance with the wire transfer instructions in Annexure B.
- 7 Subject to this clause and clauses 8 and 10, if the Completion Payment is not paid by 5.00pm on the Completion Date the Deposit is forfeited and you will have no interest in the Deposit. However, you will not be obliged to complete the sale and purchase of any of the Sale Shares unless the sale and purchase of all of the Sale Shares is completed simultaneously. If this does not occur, you will not forfeit the Deposit and the Vendors must immediately refund the Deposit to you in full. In addition, if any of the Vendors breach any of the warranties set out in clause 11 in a material respect, you will not, unless you elect otherwise, be required to complete the acquisition of the Sale Shares and the Vendors must immediately refund the Deposit to you in full.
- 8 If for any reason any Government Agency or court grants an injunction or other similar administrative order or takes any other action the effect of which is to prohibit completion of the acquisition of any or all of the Sale Shares on the Completion Date, you will not be required to complete the Sale and the Vendors must as soon as reasonably practicable either (at the Vendors' election):
- refund the Deposit to you in full;
 - subject to paragraph (c), transfer to you the number of Sale Shares equal to \$50,000,000 divided by the Sale Price (**Deposit Shares**); or
 - if the relevant Government Agency or court does not permit you to acquire, or takes action to prevent you from acquiring, all of the Deposit Shares, transfer that number of Deposit Shares to you that the relevant Government Agency or court permits you to acquire and refund the balance of the Deposit to you.

You confirm, however, that, if the Company's current buy-back programme or subsequent acquisitions by you or your associates could potentially result in the number of ordinary shares in the Company you and your associates collectively hold exceeding 14.99%, then, you agree that, in this situation, that circumstance (i.e. exceeding 14.99%) will not of itself entitle you not to complete under this clause 8 and if you cannot complete due to that reason alone, the Deposit will not be refunded to you.

- 9 The Sale Shares are to be transferred (by way of an off-market transfer in accordance with the ASX Settlement Operating Rules) to you (or your nominee) with all rights attached or accruing to them and free from all encumbrances on and from the Completion Date. The Vendors must transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Shares free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company. In particular, as well as doing anything else this document requires the Vendors to do on completion, the Vendors at completion must, on receipt of confirmation of the payment of the Completion Payment, give you:
- (**CHES**) all relevant CHES details for the Sale Shares to be delivered by the Vendors including:
 - if the Shares are on an issuer sponsored sub-register, a copy of the Vendor's issuer sponsored statement showing the holding of the Sale Shares and the Vendor's SRN; or

- ii. If the Shares are on a CHESS sub-register, the Vendor's HIN and a copy of the Vendor's written instructions to its sponsoring participant to deliver the Sale Shares to you; and
 - (b) **(other documents)** any document that you reasonably require to obtain good title to the Sale Shares (free from all encumbrances) and get them registered in your name, including duly executed share transfer forms in respect of all of the Sale Shares in immediately registrable form and releases of any encumbrances over the Sale Shares.
- 10 The obligations of the Vendors and you on completion of the Sale as set out in this document are interdependent and must be performed, as nearly as possible, simultaneously. If any such obligation is not performed on or before completion then, without limiting any other rights of the parties, completion of the sale is taken not to have occurred and any document delivered or payment made must be returned to the party that delivered it or paid it including the Deposit which must be immediately repaid by the Vendors to you.

Warranties

Representations and warranties by the Vendors

- 11 Each Vendor warrants to you that each of the following statements is true, accurate and not misleading as at the date of this document, as at the Completion Date and as at the date any Deposit Shares are transferred to you pursuant to clause 8:
- (a) **(body corporate)** each Vendor is a body corporate validly existing and duly established under the laws of its place of incorporation;
 - (b) **(capacity)** the Vendors have full legal capacity and power to enter into this document and to carry out the transactions that this document contemplates;
 - (c) **(authority)** the Vendors have taken, or will have taken by the time required, all corporate action that is necessary to authorise its entry into this document and its carrying out of the transactions that this document contemplates;
 - (d) **(agreement effective)** this document constitutes each Vendor's legal, valid and binding obligation, enforceable against it in accordance with its terms;
 - (e) **(ownership, encumbrances)** each Vendor is the beneficial owner of the Sale Shares set out against its name in Annexure A. You will acquire, on completion of the Sale, full legal and beneficial ownership of the Sale Shares free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject only to registration of the transferee(s) in the register of shareholders of the Company;
 - (f) **(Sale Shares)** following sale by the Vendors, the Sale Shares will rank equally in all respects with all other outstanding ordinary shares of the Company, including their entitlement to dividends and rights to vote;
 - (g) **(compliance with laws and constitutional documents)** the transactions contemplated by this document (including the Sale) do not contravene any law or rule of any regulatory authority or any rule or requirement of the constitution of the Company or any policy of the Company, in each case to the extent that any such law or rule applies to a Vendor; and
 - (h) **(power to sell)** the Vendors have the corporate authority and power to sell the Sale Shares under this document and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Shares.

Your warranties

- 12 You warrant to the Vendors that each of the following statements is true, accurate and not misleading as at the date of this document and as at the Completion Date:
- (a) **(body corporate)** you are duly Incorporated under the laws of your place of incorporation;
 - (b) **(capacity)** you have full legal capacity and power to enter into this document and to carry out the transactions that this document contemplates;
 - (c) **(authority)** you have taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise your entry into this document and your carrying out of the transactions that this document contemplates; and
 - (d) **(agreement effective)** this document constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms.

Reliance

- 13 Each party giving a warranty acknowledges that the other parties have relied on the above warranties in entering into this document and will continue to rely on these representations and warranties in performing their obligations under this document.

Confidentiality

- 14 Each of us must keep the terms and subject matter of this document confidential, except where disclosure is required by applicable law, a legal or regulatory authority or the ASX Listing Rules.

Announcements

- 15 We will consult with each other in respect of any material public releases by any of us concerning the Sale.

Miscellaneous

- 16 **Entire agreement.** This document constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.
- 17 **Governing law.** This document is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.
- 18 **GST.** Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST. If GST is payable on any supply made by a party (or any entity through which that party acts) (**Supplier**) under or in connection with this document, the recipient must pay to the Supplier an amount equal to the GST payable (including GST payable by the representative member for a GST Group of which the Supplier is a member) on the supply.
- 19 **No assignment.** No party may assign its rights or obligations under this document without the prior written consent of the other parties.
- 20 **Notices.** Any notice, approval, consent, agreement, waiver or other communication in connection with this document must be in writing.
- 21 **Business Day.** In this document "Business Day" means a day on which:
- (a) ASX is open for trading in securities; and
 - (b) banks are open for general banking business in Sydney, Australia.

22 Interpretation. In this document:

- (a) a reference to "dollars" and "\$" is to Australian currency; and
- (b) all references to time are to Sydney, New South Wales, Australia time.

23 Counterparts. This document may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

24 Acknowledgements. You acknowledge that:

- (a) the Vendors are not obliged to disclose to you any non-public information which the Vendors may have or of which the Vendors may be aware concerning the subject matter of this document; and
- (b) the Sale Shares are being transferred to you without any right to the dividend expected to be paid on 20 October 2015.

25 Government Agency. In this document "Government Agency" means a government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether, federal, state, or local.

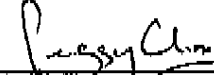
SIGNED on behalf of Apollo Credit
Singapore Pte Ltd by its duly
authorised signatory



Signature of Authorised Signatory

TAN CHIN HWEE

Print name



Signature of Witness

PEGGY CHOO

Print name

SIGNED on behalf of Apollo SPN Investments I (Credit) LLC by its duly authorised signatory)



Signature of Authorised Signatory

**JOSEPH D. GLATT
VICE PRESIDENT**

Print name

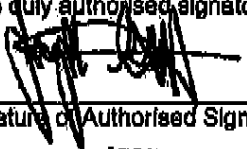


Signature of Witness

Adam Augustiak-Joo

Print name

SIGNED on behalf of Apollo Special
Opportunities Managed Account L.P.
by its duly authorised signatory



Signature of Authorised Signatory

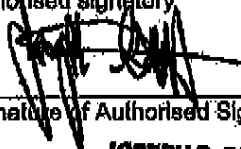
Print name **JOSEPH D. GLATT**
VICE PRESIDENT
of the General
Partner of the
Investment Manager



Signature of Witness

Print name **Adam Augustiak-Boro**

SIGNED on behalf of Apollo Centre
Street Partnership L.P. by its duly
authorised signatory



Signature of Authorised Signatory

Print name **JOSEPH D. GLATT**
VICE PRESIDENT
of the Investment
Manager




Signature of Witness

Print name **Adam Augustiak-Boro**

**SIGNED on behalf of AIF VII Singapore)
Pte. Ltd by its duly authorised signatory)**


Signature of Authorised Signatory

TAN CHIN HWEE
Print name


Signature of Witness

PEGGY CHOO
Print name

Accepted and agreed to as of the date of this document

SIGNED on behalf of
Birketu Pty. Ltd. ACN 003 831 392 by its
duly authorised officers:



Signature of Secretary

DANIEL COCCIS

Print name



Signature of Director

ANDREW GORDON

Print name

Annexure A**Vendors**

Name of Vendor	Number of Sale Shares	Payable in respect of Deposit	Payable in respect of Completion Payment
Apollo Credit Singapore Pte Ltd	12,877,899	A\$ 5,429,599.87	A\$ 15,432,272.51
Apollo SPN Investments I (Credit) LLC	8,101,188	A\$ 3,415,688.76	A\$ 9,708,235.80
Apollo Special Opportunities Managed Account L.P.	6,924,164	A\$ 2,877,259.19	A\$ 8,177,886.49
Apollo Centre Street Partnership L.P.	2,789,498	A\$ 1,180,347.20	A\$ 3,354,839.56
AIF VII Singapore Pte. Ltd	67,985,370	A\$ 37,097,104.98	A\$ 105,439,194.42
TOTAL	118,587,919	A\$ 50,000,000.00	A\$ 142,112,428.79

Annexure B

Payment Instructions

Our banking details for wire transfer and payments are provided below.

