

ASX / MEDIA RELEASE FOR IMMEDIATE RELEASE 2 NOVEMBER 2012

COURT APPROVAL FOR SCHEME RECEIVED AND EFFECTIVE DATE

SYDNEY: Consolidated Media Holdings Limited (CMH or Company) (ASX:CMJ) announces that the Federal Court of Australia (Court) has today approved the scheme of arrangement between CMH and its shareholders under which News Pay TV Financing Pty Limited, a 100 per cent owned subsidiary of News Corporation, will acquire all of the shares in CMH for \$3.45 per CMH Share (Scheme). A copy of the Court Orders follows this announcement.

This follows the approval of the Scheme by CMH shareholders at the Scheme Meeting held on 31 October 2012.

The Court Orders approving the Scheme have been lodged by CMH with the Australian Securities and Investments Commission this afternoon and accordingly, the Scheme has become effective. CMH shares will be suspended from trading on the ASX with effect from close of trading today.

As the Scheme has become effective, two nominees of News, Mrs Stacey Brown and Mr Stephen Rue, have been appointed to the board of directors of CMH today.

Key Dates

CMH confirms that the key dates for the implementation of the CMH Scheme are as follows:

Date	Event
Friday 2 November 2012	Scheme Effective Date
Friday 2 November 2012	CMH suspended from trading on the ASX from close of trading.
7pm, Monday 12 November 2012	Scheme Record Date, being the time and date for determining CMH Shareholders eligible to participate in the Scheme and to receive the Scheme Consideration.
Monday 19 November 2012	Scheme Implementation Date, being the date on which the Scheme Shares will be transferred to News.
By no later than Friday 23 November 2012	The date by which the Scheme Consideration will be paid, in accordance with the Scheme, to the CMH shareholders who were on the CMH register on the Scheme Record Date

For further information about the Scheme, please contact the CMH transaction information line on 1300 628 017 (within Australia) or on +61 3 9415 4196 (international) between 9.00am and 5.00pm (Sydney time) Monday to Friday.

ENDS

COPIES OF RELEASES

Copies of previous media and ASX announcements issued by CMH are available at CMH's website at www.cmh.com.au

No: (P)NSD1354/2012

eputy District Registrar

Federal Court of Australia

District Registry: New South Wales

Division: General

CONSOLIDATED MEDIA HOLDINGS LIMITED ABN 52 009 071 167

Plaintiff

NEWS PAY TV FINANCING PTY LIMITED

Other

ORDER

JUDGE:

Justice Emmett

DATE OF ORDER:

2 November 2012

WHERE MADE:

Sydney

THE COURT ORDERS THAT:

- 1. Pursuant to s 411(4)(b) and s 411(6) of the *Corporations Act 2001* (Cth) (**the Act**), the scheme of arrangement (**Scheme**) between the plaintiff and the holders of ordinary shares in the plaintiff in the form contained in Attachment 2 of the Scheme Booklet, which is Exhibit 1 in this proceeding, be approved subject to altering the definition of "Deed Poll" in clause 1.1 of the Scheme by deleting "[*]" and inserting "20 September 2012", so that the Scheme is altered and approved in the form of Annexure A to these orders.
- 2. Pursuant to s 411(12) of the Act, the plaintiff is exempted from compliance with s 411(11) of the Act.
- 3. These Orders be entered forthwith.

Date that entry is stamped:

SYDNEY NSW 2000, Telephone 02 9230 8567.

- 2 NOV 2012

Prepared in the New South Wales District Registry, Federal Court Of Australia, Level 17, Law Courts Building, Queen's Square,

ANNEXURE A

This scheme of arrangement is made under section 411 of the Corporations Act 2001 (Cth)
BETWEEN:

- (1) Consolidated Media Holdings Limited ACN 009 071 167 ("CMH"); and
- (2) Each Scheme Participant.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

"Account Trustee" means CMH as trustee for the Scheme Participants.

"ASIC" means the Australian Securities and Investments Commission.

"ASX" means the Australian Securities Exchange or ASX Limited (ABN 98 008 624 691), as the context requires.

"Business Day" means a day which is not a Saturday, Sunday or public holiday in Sydney, New South Wales.

"CHESS" means the clearing house electronic subregister system for the electronic transfer of securities operated by ASX Settlement Pty Limited (ABN 49 008 504 532).

"CMH Shares" means fully paid ordinary shares in the capital of CMH.

"CMH Shareholder" means a registered holder of CMH Shares.

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

"Court" means the Federal Court of Australia.

"Deed Poll" means the deed poll dated 20 September 2012 under which:

- (a) News Pay TV covenants in favour of each Scheme Participant to perform its obligations under this Scheme; and
- (b) News agrees to procure that News Pay TV performs its obligations under the Deed Poll, including the payment of the Scheme Consideration in accordance with the terms of this Scheme.

"Effective", when used in relation to this Scheme, means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Scheme, but in any event at no time before an office copy of the order of the Court is lodged with ASIC.

"Effective Date" means the date on which this Scheme becomes Effective.

"Implementation Date" means the fifth Business Day after the Scheme Record Date, or such other date (after the Effective Date) as CMH and News may agree in writing.

"News" means News Limited ABN 47 007 871 178.

- "News Pay TV" means News Pay TV Financing Pty Limited ACN 157 820 338.
- "Register" means the register of members of CMH.
- "Registered Address" means, in relation to a CMH Shareholder, the address of the shareholder shown in the Register.
- **"Scheme"** means the scheme of arrangement under Part 5.1 of the Corporations Act between CMH and the Scheme Participants, set out in this document, subject to any alterations or conditions made or required to be made pursuant to section 411(6) of the Corporations Act.
- "Scheme Consideration" means \$3.45 cash for each CMH Share held as at the Scheme Record Date.
- "Scheme Implementation Deed" means the agreement between News, News Pay TV and CMH dated 7 September 2012 relating to the implementation of this Scheme.
- "Scheme Meeting" means the meeting of CMH Shareholders, as ordered by the Court pursuant to section 411(1) of the Corporations Act, to consider this Scheme.
- "Scheme Participant" means a person who is a CMH Shareholder as at the Scheme Record Date.
- **"Scheme Record Date"** means 7.00 pm on the fifth Business Day after the Effective Date, or such other date (after the Effective Date) as CMH and News may agree in writing.
- "Second Court Date" means the first day on which the Court hears the application for an order under section 411(4)(b) of the Corporations Act approving this Scheme or, if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned or appealed application is heard.
- **"Share Registry"** means Computershare Investor Services Pty Limited (ACN 078 279 277), or such other person that provides share registry services to CMH from time to time.
- "Share Scheme Transfer" means, for each Scheme Participant, a duly completed and executed proper instrument of transfer of the CMH Shares held by that Scheme Participant for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all CMH Shares.
- "Sunset Date" means 21 December 2012 or such later date as may be agreed by CMH and News.
- **"Trust Account"** means the trust account referred to in clause 6.2 to be operated by CMH to hold the Scheme Consideration on trust for the purpose of paying the Scheme Consideration to the Scheme Participants in accordance with this Scheme.
- **"Unpaid Dividend"** means CMH's final dividend of \$0.06 per CMH Share in relation to the financial year ended 30 June 2012 announced to the ASX on 21 August 2012.
- "Unpaid Dividend Record Date" means 28 September 2012.

1.2 Rules for interpreting this document

Headings and catchwords are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, 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 document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this document or to any other document or agreement includes a 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) All references to time in this document are references to time in Sydney, New South Wales, Australia.
- (g) A reference to "\$" or "dollar" is to Australian currency.

1.3 Corporations Act

In this document, unless the contrary intention appears:

- (a) a word or expression defined in the Corporations Act (but not defined in this document) has the same meaning when used in this document; and
- (b) a word or expression defined in the Corporations Act and also defined in this document has the meaning given to it by the defined term in this document.

2. BACKGROUND TO SCHEME

2.1 **CMH**

- (a) CMH is:
 - (i) a public company limited by shares incorporated in Australia;
 - (ii) registered in Western Australia; and
 - (iii) admitted to the official list of ASX.
- (b) As at the Second Court Date there were 561,834,996 CMH Shares on issue.

2.2 News Pay TV

News Pay TV is a company incorporated in Victoria. Neither News Pay TV nor any related body corporate of News Pay TV is the registered holder of any CMH Shares.

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2.3 What happens if Scheme becomes Effective

To facilitate this Scheme, CMH and News have entered into the Scheme Implementation Deed. If this Scheme becomes Effective then, subject to receipt of the Scheme Consideration from News Pay TV in accordance with the terms of this Scheme and the Deed Poll:

- (a) all CMH Shares held by the Scheme Participants will be transferred to News Pay TV and CMH will enter News Pay TV's name in the Register as the holder of all such CMH Shares;
- (b) each Scheme Participant will be entitled to receive the Scheme Consideration; and
- (c) the Scheme Consideration will be provided to Scheme Participants in accordance with the provisions of this Scheme.

2.4 Deed Poll

- (a) News Pay TV has executed the Deed Poll under which it covenants to carry out its obligations under this Scheme including to pay (or procure the payment of) the Scheme Consideration in accordance with the terms of this Scheme.
- (b) News has executed the Deed Poll under which it agrees to procure that News Pay TV performs its obligations under the Deed Poll including the payment of the Scheme Consideration in accordance with the terms of this Scheme.

3. CONDITIONS PRECEDENT

This Scheme is conditional on, and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions precedent set out in clause 3.1 of the Scheme Implementation Deed (including, without limitation, the Court approving this Scheme pursuant to section 411(4)(b) of the Corporations Act), having been satisfied or waived in accordance with the terms of the Scheme Implementation Deed;
- (b) as at 8.00 am on the Second Court Date, that neither the Scheme Implementation Deed nor the Deed Poll has been terminated in accordance with its terms; and
- (c) the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to this Scheme.

4. Scheme – SUNSET DATE

This Scheme will lapse and be of no further effect if:

- (a) the Effective Date has not occurred on or before the Sunset Date; or
- (b) the Scheme Implementation Deed is terminated in accordance with its terms before the Effective Date.

5. IMPLEMENTATION OF SCHEME

5.1 CMH to lodge orders with ASIC

If the conditions precedent set out in clause 3 of this Scheme (other than the condition precedent in clause 3(c)) are satisfied, CMH must lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Court order approving this Scheme as soon as practicable after, and in any event by no later than 4.00 pm on the first Business Day following, the date on which the Court approves this Scheme or such later date as determined by the Court.

5.2 Transfer of CMH Shares

On the Implementation Date, but subject to News Pay TV making (or procuring) the payment of the Scheme Consideration for the CMH Shares held by the Scheme Participants in the manner contemplated by clause 6.2, and News Pay TV having provided CMH with written confirmation thereof:

- (a) all the CMH Shares held by the Scheme Participants, together with all rights and entitlements attaching to those shares as at the Implementation Date other than the Unpaid Dividend (which for the avoidance of doubt will be paid to the holders of CMH Shares who are registered as such on the Unpaid Dividend Record Date), will be transferred to News Pay TV without the need for any further act by any Scheme Participant (other than acts performed by CMH or its directors and officers as attorney and agent for the Scheme Participants under this Scheme) by:
 - (i) CMH delivering to News Pay TV a duly completed Share Scheme Transfer executed on behalf of the Scheme Participants for execution by News Pay TV; and
 - (ii) News Pay TV duly executing the Share Scheme Transfer and delivering it to CMH for registration; and
- (b) CMH will, as soon as practicable following receipt of the duly executed Share Scheme Transfer from News Pay TV under clause 5.2(a)(ii), enter the name and address of News Pay TV in the Register in respect of the CMH Shares held by Scheme Participants.

5.3 Entitlement to Scheme Consideration

On the Implementation Date, in consideration for the transfer of the CMH Shares by the Scheme Participants to News Pay TV, each Scheme Participant will be entitled to receive the Scheme Consideration in respect of each of their CMH Shares in accordance with clause 6.

6. provision of scheme consideration

6.1 Payment of Scheme Consideration

- (a) Within five Business Days after the Implementation Date, subject to receipt of the Scheme Consideration from News Pay TV in accordance with the terms of this Scheme (in particular clause 6.2) and the Deed Poll, the Account Trustee as agent for and on behalf of News Pay TV must pay to each Scheme Participant an amount equal to the Scheme Consideration in consideration for each CMH Share transferred to News Pay TV on the Implementation Date by that Scheme Participant in accordance with clause 5.2.
- (b) Unless otherwise directed by the Scheme Participant prior to the Scheme Record Date, the amounts referred to in clause 6.1(a) must be paid:
 - (i) if the Scheme Participant has a payment direction for an Australian bank account recorded by the Share Registry in relation to dividends that are paid by CMH as at the Scheme Record Date, then the Scheme Participant will be deemed to have authorised the payment of the Scheme Consideration by direct credit to that bank account in accordance with the direction; or
 - (ii) otherwise, by cheque drawn in Australian currency to the Scheme Participant by pre-paid post to their Registered Address as at the Scheme Record Date.

- (c) If there is any surplus in the amount held by the Account Trustee in the Trust Account, that surplus must be paid by the Account Trustee to News Pay TV following the satisfaction of the Account Trustee's obligations under this clause 6.1.
- (d) If any amount is required under any Australian law or by any Australian governmental, semi-governmental or judicial entity or authority to be:
 - (i) withheld from an amount payable under clause 6.1(a) or 6.1(c) and paid to that entity or authority; or
 - (ii) retained by the Account Trustee out of an amount payable under clause 6.1(a) or 6.1(c),

such payment or retention by the Account Trustee (or the Share Registry) will constitute the full discharge of the Account Trustee's obligations under clauses 6.1(a), 6.1(b) or 6.1(c) with respect to the amount so paid or retained until, in the case of clause 6.1(d)(ii), it is no longer required to be retained.

6.2 News Pay TV – deposit into Trust Account

The obligation of News Pay TV to pay the Scheme Consideration under clause 5.2 will be deemed to be satisfied if News Pay TV, before 11am on the Implementation Date, deposits (or procures the deposit) in cleared funds the aggregate Scheme Consideration payable to all Scheme Participants into an account nominated by CMH (the details of which must be notified by CMH to News Pay TV at least five Business Days before the Implementation Date), such amount to be held on trust by CMH (as Account Trustee) for the Scheme Participants (except that any interest on the amount will be for the account of News Pay TV after the deduction of any costs, expenses or applicable taxes) and for the purpose of CMH paying the Scheme Consideration to each Scheme Participant.

6.3 Unclaimed monies

- (a) CMH or the Account Trustee may cancel a cheque or deposit issued or made under clause 6.1 if:
 - (i) it is returned to CMH; or
 - (ii) in the case of a cheque, it has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date, on the request from a Scheme Participant, CMH must reissue a cheque that was previously cancelled under this clause.
- (c) In the event that CMH believes that a Scheme Participant is not known at the Scheme Participant's registered address and no account has been notified for the purposes of clause 6.1(b)(i), or a deposit into such an account is rejected or refunded, CMH may credit the amount payable to the relevant Scheme Participant to a separate bank account of CMH to be held on trust by CMH for the Scheme Participant until the Scheme Participant claims the amount or the amount is dealt with in accordance with any applicable unclaimed money legislation (except that any interest accruing on the amount will be for the account of News Pay TV after the deduction of any costs, expenses or applicable taxes). An amount credited to the account is to be treated as having been paid to the Scheme Participant when credited to the account. CMH must maintain records of the amount paid, the people who are entitled to the amounts and any transfer of the amounts.

6.4 Joint holders

In the case of CMH Shares held by Scheme Participants in joint names, the Scheme Consideration is payable to, and must be paid to, the holder whose name appears first in the Register as at the Scheme Record Date.

7. DEALINGS IN CMH SHARES

7.1 Dealings in CMH Shares by Scheme Participants

To establish the persons who are Scheme Participants, dealings in CMH Shares will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Register as the holder of the relevant CMH Shares on or by the Scheme Record Date; and
- (b) in all other cases, registrable transfers or transmission applications in respect of those dealings are received at the Share Registry on or before 5.00pm on the Scheme Record Date (in which case CMH must register such transfers by the Scheme Record Date),

and CMH will not accept for registration, or recognise for the purpose of establishing who are Scheme Participants, any transmission application or transfer in respect of CMH Shares received after such times on the Scheme Record Date.

7.2 No disposals after Effective Date

If this Scheme becomes Effective, a Scheme Participant (and any person claiming through that holder) must not dispose of, or purport to agree to dispose of, any CMH Shares or any interest in them after the Effective Date in any way except as set out in this Scheme and any such disposal will be void and of no legal effect whatsoever.

7.3 CMH to maintain Register to determine entitlements

In order to determine entitlements to the Scheme Consideration, CMH will maintain, or procure the maintenance of, the Register in accordance with this clause 7 until the Scheme Consideration has been paid to Scheme Participants and News Pay TV has been entered in the Register as the holder of all CMH Shares. The Register in this form will solely determine entitlements to the Scheme Consideration.

7.4 Holding statements no effect from Scheme Record Date

From the Scheme Record Date, all holding statements for CMH Shares (other than statements of holding in favour of News Pay TV or any of its related bodies corporate) will cease to have effect as documents of title, and, subject to the provision of the Scheme Consideration by News Pay TV and registration of the transfer to News Pay TV contemplated in clause 5.2, each entry on the Register at the Scheme Record Date (other than entries in respect of News Pay TV or any of its related bodies corporate) will cease to have any effect other than as evidence of the entitlements of Scheme Participants to the Scheme Consideration.

7.5 CMH to provide contact information for Scheme Participants

As soon as practicable after the Scheme Record Date, and in any event within one Business Day after the Scheme Record Date, CMH will give to News Pay TV or procure that News Pay TV be given details of the name, Registered Address and the number of CMH Shares held by each Scheme Participant, as shown in the Register at the Scheme Record Date, in whatever form News Pay TV reasonably requires.

7.6 Suspension of trading

CMH must apply to ASX for suspension of trading of CMH Shares on ASX with effect from the close of trading on the Effective Date.

7.7 CMH to apply for termination of quotation of CMH Shares

On a date after the Implementation Date to be determined by News Pay TV, CMH will apply for termination of the official quotation on ASX of CMH Shares and must apply to have itself removed from the official list of ASX.

8. General provisions

8.1 Appointment of CMH as agent and attorney

- (a) Each Scheme Participant, without the need for any further act, irrevocably appoints CMH as its agent and attorney for the purpose of:
 - (i) executing any document or doing any other act necessary, expedient or incidental to give full effect to this Scheme and the transactions contemplated by it, including the Share Scheme Transfer; and
 - (ii) enforcing the Deed Poll against News Pay TV and News,

and CMH accepts such appointment.

(b) CMH, as agent of each Scheme Participant, may sub-delegate its functions, authorities or powers under this clause 8.1 to all or any of its directors and officers (jointly, severally or jointly and severally).

8.2 **Scheme Participants' consent**

Each Scheme Participant irrevocably consents to CMH and News Pay TV doing all things and executing all deeds, instruments, transfers or other documents as may be necessary, expedient or incidental to give full effect to this Scheme and the transactions contemplated by it.

8.3 Scheme Participant's agreements

Under this Scheme, each Scheme Participant agrees to the transfer of their CMH Shares, together with all rights and entitlements attaching to those CMH Shares and agrees to the variation, cancellation or modification of the rights attached to their CMH Shares constituted by or resulting from this Scheme, to News Pay TV, in accordance with the terms of this Scheme.

8.4 Warranty by Scheme Participants

Each Scheme Participant is deemed to have warranted to News Pay TV, in its own right and for the benefit of News Pay TV as agent and attorney for the Scheme Participant by virtue of this clause, that:

- (a) all of their CMH Shares (including any rights and entitlements attaching to those CMH Shares) will, as at the time of the transfer of them to News Pay TV under this Scheme, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests and other interests of third parties of any kind, whether legal or otherwise, and from any restrictions on transfer of any kind; and
- (b) they have full power and capacity to sell and to transfer their CMH Shares (including any rights and entitlements attaching to those shares) to News Pay TV under this Scheme.

8.5 Transfer free of encumbrances

To the extent permitted by law, all CMH Shares held by Scheme Participants (including any rights and entitlements attaching to those shares) which are transferred to News Pay TV under this Scheme will, as at the date of transfer of them to News Pay TV, vest in News Pay TV free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise, and free from any restrictions on transfer of any kind not referred to in this Scheme.

8.6 **Title to CMH Shares**

Subject to the provision of the Scheme Consideration for the CMH Shares in the manner contemplated by clauses 5.3 and 6, on and from the Implementation Date and pending registration by CMH of News Pay TV in the Register as holder of all of the CMH Shares, News Pay TV will be beneficially entitled to all of the CMH Shares transferred to it under this Scheme.

8.7 Appointment of News Pay TV as sole proxy

On and from the Implementation Date but subject to News Pay TV satisfying its obligation under clause 6.2, and pending registration by CMH of News Pay TV in the Register as the holder of all of the CMH Shares held by the Scheme Participants, each Scheme Participant:

- (a) is deemed to have irrevocably appointed News Pay TV as its attorney and agent (and directed News Pay TV in such capacity) to appoint any director, secretary or agent nominated by News Pay TV as its sole proxy and, where applicable, corporate representative, to attend shareholders' meetings of CMH, exercise the votes attached to the CMH Shares registered in their name and sign any shareholders' resolutions, whether in person, by proxy or by corporate representative;
- (b) must not attend or vote at any shareholders' meetings of CMH, or sign any resolutions, whether in person, by proxy or by corporate representative, other than in accordance with this clause 8.7;
- (c) must take all other actions in the capacity of the registered holder of the CMH Shares as News Pay TV directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in this clause 8.7, News Pay TV and any director, officer, secretary or agent nominated by News Pay TV under this clause 8.7 may act in the best interests of News Pay TV as the intended registered holder of the CMH Shares.

8.8 Alteration or conditions to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions, CMH may, by its counsel or solicitors, but subject to the prior written approval of News Pay TV, consent on behalf of all persons concerned, including each Scheme Participant, to those alterations or conditions.

8.9 Scheme is binding

This Scheme binds CMH and all Scheme Participants (including those who do not attend the Scheme Meeting, do not vote at that meeting or vote against this Scheme) and, to the extent of any inconsistency and, to the extent permitted by law, overrides the constitution of CMH.

8.10 Enforcement of Deed Poll

CMH undertakes in favour of each Scheme Participant to enforce the Deed Poll against News Pay TV and News on behalf of and as agent and attorney for the Scheme Participants.

8.11 Notices

- (a) Where a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to CMH, it will be deemed to be received on the date (if any) on which it is actually received at CMH's registered office and on no other date.
- (b) The accidental omission to give notice of the Scheme Meeting to, or the non-receipt of such notice by, any CMH Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

8.12 Further assurances

CMH will execute all documents and do all acts and things (on its own behalf and on behalf of each Scheme Participant) as may be necessary or desirable to give full effect to this Scheme and the transactions contemplated by it.

8.13 Stamp duty

News Pay TV will pay all stamp duty (including any fines, penalties and interest) payable on the transfer by the Scheme Participants of the CMH Shares to News Pay TV.

8.14 Governing law

- (a) This document is governed by the law in force in New South Wales, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

8.15 No Liability when acting in good faith

Neither CMH nor News Pay TV nor any director, officer or secretary of any of those companies will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

