Page 1 of 3

605 page 1/2 15 July 2001

# Form 605

**Corporations Act 2001**
**Section 671B**

## Notice of ceasing to be a substantial holder

To Company Name/Scheme: oOh!media Group Limited

ACN/ARSN: 091 780 924

**1. Details of substantial holder (1)**

Name: William Shaw Capital Pty Limited

ACN/ARSN (if applicable): 146 621 267

The holder ceased to be a substantial holder on: 15/11/2011

The previous notice was given to the company on: 27/04/2011

The previous notice was dated: 21/04/2011

**2. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4) | Consideration given in relation to change (5) | Class (6) and number of securities affected | Person's votes affected |
|---|---|---|---|---|---|
| 15/11/2011 | William Shaw Capital Pty Ltd | On market transfer by way of a special crossing | See Schedule A | 45,161,433 ordinary | 9.01% |
| | | | | | |

**3. Changes in association**

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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 |
| | |

**4. Addresses**

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

| Name | Address |
|---|---|
| William Shaw Capital Pty Limited | 11/4 Tullo Place, Richmond, VIC 3121 |
| | |

**Signature**

print name: Shawn Uldridge | Capacity: Director

sign here: S. Uldridge | date: 15 / 11 / 2011

SCHEDULE A



PATERSONS

# Sell Confirmation/Tax Invoice

Perth: Level 23, Exchange Plaza, 2 The Esplanade, Perth. WA 6000 GPO Box W2024, Perth WA 6846 Ph: (+61 8) 9263 1111 Fax: (+61 8) 9325 6452
Melbourne: Level 15, 333 Collins Street, Melbourne VIC 3000 GPO Box 1392, Melbourne VIC 3001 Ph: (+61 3) 9242 4000 Fax: (+61 3) 9242 4040

Adelaide: Ph: (+61 8) 8407 5700 Albany: Ph: (+61 8) 9842 4700 Brisbane: Ph: (+61 7) 3737 8000 Bunbury: Ph: (+61 8) 9707 2000 Busselton: Ph: (+61 8) 9754 0700
Cairns: Ph: (+61 7) 4046 0200 Canberra: Ph: (+61 2) 6120 2222 Darwin: Ph: (+61 8) 8982 2800 East Perth: Ph: (+61 8) 6141 1111 Geraldton: Ph: (+61 8) 9964 3800
Gladstone: Ph: (+61 7) 4973 1000 Gold Coast: Ph: (+61 7) 5631 2300 Kalgoorlie: Ph: (+61 8) 9021 1422 Sydney: Ph: (+61 2) 8238 6222 Sunshine Coast: Ph: (+61 7) 5409 0100
West Perth: Ph: (+61 8) 9482 0900 Website: www.psl.com.au Email: patersons@psl.com.au

William Shaw Capital Pty Ltd
PO Box 69
RICHMOND VIC 3121

| | |
|---|---|
| BRANCH: | CAIRNS |
| ADVISOR: | Graham Maunder |
| ACCOUNT NO: | [redacted] |
| AS AT DATE: | 09/11/2011 |
| CONFIRMATION NO: | [redacted] |
| HIN: | |
| ORDER: | FULL |

RECIPIENT ABN: (If applicable)
56 146 621 267

THIS DAY 09/11/2011 WE HAVE SOLD FOR YOU

OOH OOHMEDIA GROUP LIMITED
ORDINARY FULLY PAID

| | |
|---|---|
| Confirmation Trade Date: | 09/11/2011 |
| Total Units: | 45161433 |
| Average Price: | 0.175000 |
| Consideration: | 7,903,250.78 |
| Brokerage: | 138,306.89 |
| GST on Brokerage: | 13,830.69 |
| Amount Due: | 7,751,113.20 |
| Settlement Date: | 15/11/2011 |

COMMENTS

ALL OR PART CROSSED.

SEE OVER FOR TERMS & CONDITIONS E. & O.E.

SOLD

PATERSONS

A cheque will be issued to you at the above address unless prior notification has been received. Should you require alternative payment methods, please indicate on reverse and return this portion to your nearest Patersons branch (see top of page for postal address).

| | |
|---|---|
| Total Units: | 45161433 |
| Amount Due: | 7,751,113.20 |
| Settlement Date: | 15/11/2011 |
| Account No: | [redacted] |
| As at Date: | 09/11/2011 |
| Confirmation No: | [redacted] |

William Shaw Capital Pty Ltd
11/4 Tullo Place
RICHMOND VIC 3121

### TERMS AND CONDITIONS OF DEALING WITH PATERSONS SECURITIES LIMITED

In consideration of Patersons Securities Limited ABN 69 008 896 311 AFSL No. 239 052 dealing on behalf of the Account, the Client has agreed and acknowledged the following:

1. These terms and conditions, together with the Terms and Conditions published by Patersons Securities Limited in the Client Services Brochure, govern any dealing executed on behalf of the Account by Patersons Securities Limited and are issued subject to: the constitution, directions, decisions and requirements of the applicable Market Operator, the ASIC Market Integrity Rules, the Market Operating Rules, the Clearing Rules and where relevant, the Settlement Rules; the customs and usages of the applicable licensed market and the correction of errors and omissions.

2. The Client and/or Authorised Agent may instruct Patersons Securities Limited to deal on behalf of the Account during the currency of these terms and conditions and Patersons Securities Limited shall have the discretion to accept or decline such instruction at any time without the need to provide any reason therefore.

3. The client shall pay for purchases including all brokerage, taxes, costs, duties and charges in respect thereof, and make good delivery in respect of sales, to enable Patersons Securities Limited to settle by the due date. Where the Client fails to make good delivery in respect of sales, or pay for puchases, by the due settlement date Patersons Securities Limited is entitled to pass on to the Client all costs incurred as a result.

4. Patersons Securities Limited may appropriate credits and all payments received from or on behalf of the Client in reduction of any monies owing by the Client to Patersons Securities Limited whether on the account or on any other associated account.

5. The Client warrants that it is and at all times during its dealings with Patersons Securities Limited will be in a position to meet all commitments on its part arising out of its dealings with or business conducted on its behalf by Patersons Securities Limited.

6. If more than one person constitutes the Client then they are jointly and severally bound by this agreement.

7. The Client acknowledges that Patersons Securities Limited will not act on a discretionary basis on behalf of or for the benefit of the Client, unless the client has a written Accolade Plus Agreement with Patersons Securities Limited.

8. Patersons Securities Limited reserves the right to decline to act on behalf of the Client (i) where the original instruction is more than one calendar month old or (ii) where the security or other investment medium has been subject to a trading halt and the Client has not reconfirmed the instruction subsequently.

9. The licensed market operator has the power under the Rules to cancel or amend Market Transactions or Crossings. Patersons Securities Limited may, at any time, reissue a confirmation in order to correct any errors or omissions, and these terms and conditions mutatis mutandis are binding with respect of the reissued confirmation.

10. The Client shall notify Patersons Securities Limited in writing within two Business Days of any change in the Client's name, address, telephone number or other material circumstance in relation to the Account.

11. Patersons Securities Limited may vary and either party may terminate these terms and conditions by giving no less than 7 Business Days' notice in writing to the other party, subject to all oustanding obligations under these terms and conditions being duly discharged. Any notice given or demand made by either party, or confirmation issued by Patersons Securities Limited, shall be deemed to have been received on the Business Day following the transmission or posting of the notice, demand or confirmation.

12. If a transaction has been executed on a licensed market other than the ASX, the applicable market will be denoted by a suffix after the stock code on the confirmation. Transactions that are not executed by the ASX are not eligible for the full protection offered by the National Guarantee Fund.

13. Patersons Securities Limited is not liable for calls due after settlement.

14. The Client must provide all documents and security holder information including where applicable, the relevant holder identification number and /or shareholder reference number by 10am Perth time on T+2.

---

### COMPLETE THIS PORTION IF YOU REQUIRE ALTERNATIVE PAYMENT METHODS

Place proceeds on Money Market

OR

Place proceeds in Bank Account

Please sign and return to your nearest Patersons branch
*(see reverse page for postal addess details).*

Bank ____________________

Account Name ____________________

Account Number ____________________

Branch / BSB No. ____________________

Client Signature