

Goldman Sachs (Asia) L.L.C.

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4 September 2018

Australian Securities Exchange
Exchange Center
20 Bridge Street
Sydney, NSW, 2000
Australia

Dear Sir/ Madam,

Goldman Sachs Australia Pty Ltd (ABN 21 006 797 897) ("GSA") has underwritten the sale of 12,939,385 fully paid ordinary shares ("Sale Securities") in oOh!media Limited (ABN 69 602 195 380) in accordance with the terms of a sale agreement ("Sale Agreement") entered into on 29 August 2018 with Cavendish Square Holding BV.

Upon signing the Sale Agreement, pursuant to the operation of the Corporations Act 2001 (Cth), GSA and other associated group entities (together, "Goldman Sachs") obtained a technical relevant interest in the Sale Securities.

This relevant interest obtained by Goldman Sachs under the Sale Agreement does not represent a shortfall.

Goldman Sachs will cease to hold this relevant interest following settlement taking place in accordance with the terms of the Sale Agreement (on 31 August 2018).

Yours faithfully,

A handwritten signature in cursive script, appearing to read "Haruka Araki".

Haruka Araki
Executive Director

Enclosures

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial shareholder**

<u>To Company Name/Scheme</u>	oOh!media Limited
ACN	ACN 602 195 380

1. Details of substantial holder

Name	The Goldman Sachs Group, Inc. ("GSGI") on behalf of itself and its subsidiaries ("Goldman Sachs Group") including its significant subsidiaries listed in Annexure A ("Significant Subsidiaries") and Goldman Sachs Holdings ANZ Pty Limited and its subsidiaries ("Goldman Sachs Australia Group")
ACN/ARSN (if applicable)	Not applicable
The holder became a substantial holder on	29 August 2018

2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities	Number of securities	Persons' votes	Voting power
Fully Paid Ordinary Shares	14,172,623	14,172,623	5.99%

3. Details of relevant interests

The nature of the relevant interest the substantial holder had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest	Class and number of securities	
		Number of securities	Class of securities
The Goldman Sachs Group Inc ("GSGI")	GSGI has a relevant interest in fully paid ordinary shares by virtue of section 608(3) of the Corporations Act 2001.	14,172,623	Fully Paid Ordinary Shares
Goldman Sachs Asset Management L.P. ("GSAML")	GSAML has a relevant interest in fully paid ordinary shares in its capacity as investment manager for a range of client portfolios.	13,309	Fully Paid Ordinary Shares
Goldman Sachs International ("GSI")	GSI beneficially owns fully paid ordinary shares.	3,134	Fully Paid Ordinary Shares
Goldman Sachs Financial Markets Pty Ltd ("GAUS")	GAUS beneficially owns fully paid ordinary shares.	1,216,795	Fully Paid Ordinary Shares

Holder of relevant interest	Nature of relevant interest	Class and number of securities	
Goldman Sachs Australia Pty Ltd ("GSA")	GSA entered into a sale agreement with Cavendish Square Holding BV on 29 August 2018 ("Agreement"), please see attached. Upon signing the Agreement, pursuant to the operation of the Corporations Act 2001(Cth), GSA obtained a technical relevant interest.	12,939,385	Fully Paid Ordinary Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities	
GSA	Cavendish Square Holding BV	Cavendish Square Holding BV	12,939,385	Fully Paid Ordinary Shares
GSAMLP	Bank of New York Mellon	Various clients	13,309	Fully Paid Ordinary Shares
GSI	HSBC Custody Nominees Australia Limited	GSI	3,134	Fully Paid Ordinary Shares
GAUS	HSBC Custody Nominees Australia Limited	GAUS	1,216,795	Fully Paid Ordinary Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of Relevant Interest	Date of Acquisition	Consideration	Class and number of securities
Please refer to Annexure B.			

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN (if applicable)	Nature of association
N/A	N/A

7. Addresses

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

Name	Address
GSGI	Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801, USA
Goldman Sachs Australia Group	All care of Level 17, 101 Collins Street, Melbourne Victoria 3000, Australia
GSAMLP	Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801, USA
GAUS	Level 17, 101 Collins Street, Melbourne, Victoria 3000, Australia
GSI	Peterborough Court, 133 Fleet Street, London EC4A 2BB, United Kingdom
GSA	Level 17, 101 Collins Street, Melbourne Victoria 3000, Australia

Name	Address
HSBC Custody Nominees Australia Limited	GPO Box 5302, Sydney NSW 2001, Australia
Bank of New York Mellon	One Wall Street, New York, NY 10286, USA
Cavendish Square Holding BV	Laan op Zuid 167, 3072 DB Rotterdam, Netherlands

Signature

Print name Haruka Araki Capacity Authorised Person
 (signing under power of attorney in
 accordance with section 52 of the
 Corporations Act)

Sign here  Date 4 September 2018

Annexure A

(This is Annexure A of two (2) pages referred to in Form 603, Notice of initial substantial shareholder)

Significant Subsidiaries of The Goldman Sachs Group, Inc.

The following are significant subsidiaries of The Goldman Sachs Group, Inc. as of December 31, 2017 and the states or jurisdictions in which they are organized. Each subsidiary is indented beneath its principal parent. The Goldman Sachs Group, Inc. owns, directly or indirectly, at least 99% of the voting securities of substantially all of the subsidiaries included below. The names of particular subsidiaries have been omitted because, considered in the aggregate as a single subsidiary, they would not constitute, as of the end of the year covered by this report, a “significant subsidiary” as that term is defined in Rule 1-02(w) of Regulation S-X under the Securities Exchange Act of 1934.

Name	State or Jurisdiction of Organization of Entity
The Goldman Sachs Group, Inc.	Delaware
Goldman Sachs & Co. LLC	New York
Goldman Sachs Paris Inc. et Cie	France
Goldman Sachs Funding LLC	Delaware
Goldman Sachs Financial Markets, L.P.	Delaware
Goldman, Sachs & Co. Wertpapier GMBH	Germany
Goldman Sachs (UK) L.L.C.	Delaware
Goldman Sachs Group UK Limited	United Kingdom
Goldman Sachs International Bank	United Kingdom
Goldman Sachs International	United Kingdom
Goldman Sachs Asset Management International	United Kingdom
Goldman Sachs Group Holdings (U.K.) Limited	United Kingdom
Scadbury UK Limited	United Kingdom
ELQ Investors VIII Ltd	United Kingdom
Titanium UK Holdco 1 Limited	United Kingdom
Titanium Luxco 2 S.A R.L.	Luxembourg
Rothesay Life (Cayman) Limited	Cayman Islands
Broad Street Principal Investments International, Ltd.	Cayman Islands
J. Aron & Company LLC	New York
GSAM Holdings LLC	Delaware
Goldman Sachs Asset Management, L.P.	Delaware
Goldman Sachs Asset Management International Holdings L.L.C.	Delaware
Goldman Sachs Asset Management Co., Ltd.	Japan
Goldman Sachs Hedge Fund Strategies LLC	Delaware
GS Investment Strategies, LLC	Delaware
Goldman Sachs (Asia) Corporate Holdings L.L.C.	Delaware
Goldman Sachs Holdings (Asia Pacific) Limited	Hong Kong
Goldman Sachs (Japan) Ltd.	British Virgin Islands
Goldman Sachs Japan Co., Ltd.	Japan
Goldman Sachs Holdings (Hong Kong) Limited	Hong Kong
Goldman Sachs (Asia) L.L.C.	Delaware
Goldman Sachs (Hong Kong) International Investments Limited	Hong Kong
Goldman Sachs (Asia) Finance	Mauritius
Goldman Sachs Holdings (Singapore) PTE. Ltd.	Singapore
J. Aron & Company (Singapore) PTE.	Singapore
Goldman Sachs Holdings ANZ Pty Limited	Australia
Goldman Sachs Financial Markets Pty Ltd	Australia
Goldman Sachs Australia Group Holdings Pty Ltd	Australia
Goldman Sachs Australia Capital Markets Limited	Australia
Goldman Sachs Australia Pty Ltd	Australia
GS Lending Partners Holdings LLC	Delaware
Goldman Sachs Lending Partners LLC	Delaware
Goldman Sachs Bank USA	New York
Goldman Sachs Mortgage Company	New York
GS Financial Services II, LLC	Delaware
GS Funding Europe III Ltd.	United Kingdom
GS Funding Europe	United Kingdom
GS Funding Europe I Ltd.	Cayman Islands
GS Funding Europe II Ltd.	Cayman Islands
GS Funding Europe IV Limited	United Kingdom
GS Funding Europe V Limited	United Kingdom

Name	State or Jurisdiction of Organization of Entity
GSSG Holdings LLC	Delaware
Goldman Sachs Specialty Lending Holdings, Inc.	Delaware
Special Situations Investing Group II, LLC	Delaware
Special Situations Investing Group III, Inc.	Delaware
GS Asian Venture (Delaware) L.L.C.	Delaware
Asia Investing Holdings Pte. Ltd.	Singapore
Mercer investments (Singapore) PTE. Ltd.	Singapore
MTGRP, L.L.C.	Delaware
AIH Overseas Investments PTE. Ltd.	Singapore
Asia Investment Holdings (Europe) S.A R.L.	Luxembourg
Austreo Property Ventures Pty Ltd	Australia
Goldman Sachs Investments Holdings (Asia) Limited	Mauritius
GSFS Investments I Corp.	Delaware
GS Financial Services L.P. (DEL)	Delaware
GS Strategic Investments Japan LLC	Delaware
JLQ LLC	Cayman Islands
Minato Capital Holdings KK	Japan
Goldman Sachs Credit Partners (Japan), Ltd.	Japan
ELQ Holdings (Del) LLC	Delaware
Pascal Topco SAS	France
ELQ Holdings (UK) Ltd	United Kingdom
ELQ Investors VI Ltd	United Kingdom
ELQ Investors IX Ltd	United Kingdom
ELQ Investors II Ltd	United Kingdom
GS Diversified Funding LLC	Delaware
Hull Trading Asia Limited	Hong Kong
Goldman Sachs LLC	Mauritius
Goldman Sachs Venture LLC	Mauritius
MTGLQ Investors, L.P.	Delaware
ELQ Investors, LTD	United Kingdom
GS European Strategic Investment Group (2009) Ltd	United Kingdom
GS UK Funding Limited Partnership	United Kingdom
Broad Street Principal Investments Superholdco LLC	Delaware
Broad Street Principal Investments, L.L.C.	Delaware
BSPI Holdings, L.L.C.	Delaware
Broad Street Investments Holding (Singapore) PTE. Ltd	Singapore
Broad Street Principal Investments Holdings, L.P.	Delaware
Broad Street Credit Holdings LLC	Delaware
Broad Street Credit Investments LLC	Delaware
GS Fund Holdings, L.L.C.	Delaware
Shoelane, L.P.	Delaware
Goldman Sachs Do Brasil Banco Multiplo S/A	Brazil

THE GOLDMAN SACHS GROUP, INC AND ITS SUBSIDIARIES

Signature

Print name	Haruka Araki (signing under power of attorney in accordance with section 52 of the Corporations Act)	Capacity	Authorised Person
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Sign here		Date	4 September 2018
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Annexure B

(This is Annexure B of three (3) pages referred to in Form 603, Notice of initial substantial shareholder)


Holder of Relevant Interest	Date of Acquisition	Consideration	Class and number of securities	
GSI	30 April 2018	8,026	1,648	Fully Paid Ordinary Shares
GAUS	10 May 2018	9,593	1,810	Fully Paid Ordinary Shares
GAUS	11 May 2018	970,176	183,052	Fully Paid Ordinary Shares
GAUS	11 May 2018	9,593	1,810	Fully Paid Ordinary Shares
GSI	14 May 2018	23,295	4,338	Fully Paid Ordinary Shares
GAUS	14 May 2018	1,370	258	Fully Paid Ordinary Shares
GAUS	15 May 2018	301	56	Fully Paid Ordinary Shares
GAUS	16 May 2018	139,282	25,937	Fully Paid Ordinary Shares
GAUS	17 May 2018	37,028	6,857	Fully Paid Ordinary Shares
GAUS	18 May 2018	60,033	10,975	Fully Paid Ordinary Shares
GSI	18 May 2018	5,290	987	Fully Paid Ordinary Shares
GAUS	21 May 2018	17,924	3,344	Fully Paid Ordinary Shares
GSI	21 May 2018	2,329	429	Fully Paid Ordinary Shares
GAUS	22 May 2018	18,355	3,374	Fully Paid Ordinary Shares
GAUS	23 May 2018	1,490	280	Fully Paid Ordinary Shares
GAUS	24 May 2018	9,618	1,839	Fully Paid Ordinary Shares
GSI	24 May 2018	11	2	Fully Paid Ordinary Shares
GSI	25 May 2018	12,497	2,438	Fully Paid Ordinary Shares
GAUS	25 May 2018	7,415	1,426	Fully Paid Ordinary Shares
GAUS	28 May 2018	169	33	Fully Paid Ordinary Shares
GSI	29 May 2018	19,494	3,756	Fully Paid Ordinary Shares
GAUS	29 May 2018	12,010	2,292	Fully Paid Ordinary Shares
GAUS	30 May 2018	25,514	4,814	Fully Paid Ordinary Shares
GAUS	30 May 2018	4,785	922	Fully Paid Ordinary Shares
GAUS	31 May 2018	4,616	871	Fully Paid Ordinary Shares
GAUS	1 June 2018	44,457	8,468	Fully Paid Ordinary Shares
GAUS	1 June 2018	17,147	3,266	Fully Paid Ordinary Shares
GAUS	4 June 2018	12,884	2,473	Fully Paid Ordinary Shares
GAUS	5 June 2018	705	133	Fully Paid Ordinary Shares
GAUS	5 June 2018	297	56	Fully Paid Ordinary Shares
GSI	5 June 2018	240	46	Fully Paid Ordinary Shares
GAUS	6 June 2018	472,597	90,884	Fully Paid Ordinary Shares
GSI	6 June 2018	5,086	978	Fully Paid Ordinary Shares
GAUS	7 June 2018	292,271	55,777	Fully Paid Ordinary Shares
GAUS	12 June 2018	73,516	14,003	Fully Paid Ordinary Shares
GAUS	12 June 2018	36,262	6,907	Fully Paid Ordinary Shares
GSI	12 June 2018	1,786	340	Fully Paid Ordinary Shares
GAUS	13 June 2018	8,951	1,705	Fully Paid Ordinary Shares
GAUS	13 June 2018	2,420	461	Fully Paid Ordinary Shares
GSI	13 June 2018	73	14	Fully Paid Ordinary Shares
GAUS	14 June 2018	89,721	17,155	Fully Paid Ordinary Shares
GAUS	14 June 2018	15,235	2,913	Fully Paid Ordinary Shares
GAUS	14 June 2018	9,618	1,839	Fully Paid Ordinary Shares
GAUS	14 June 2018	3,959	757	Fully Paid Ordinary Shares
GAUS	14 June 2018	1,464	280	Fully Paid Ordinary Shares
GAUS	15 June 2018	12,637	2,473	Fully Paid Ordinary Shares
GAUS	15 June 2018	7,844	1,535	Fully Paid Ordinary Shares
GAUS	15 June 2018	4,451	871	Fully Paid Ordinary Shares
GAUS	15 June 2018	1,559	305	Fully Paid Ordinary Shares

Holder of Relevant Interest	Date of Acquisition	Consideration	Class and number of securities	
GAUS	18 June 2018	214,882	41,403	Fully Paid Ordinary Shares
GAUS	19 June 2018	69,077	13,284	Fully Paid Ordinary Shares
GAUS	19 June 2018	67,423	12,966	Fully Paid Ordinary Shares
GAUS	20 June 2018	13,883	2,675	Fully Paid Ordinary Shares
GSI	20 June 2018	214	41	Fully Paid Ordinary Shares
GAUS	21 June 2018	559,678	107,013	Fully Paid Ordinary Shares
GAUS	21 June 2018	61,763	11,523	Fully Paid Ordinary Shares
GAUS	21 June 2018	387	74	Fully Paid Ordinary Shares
GAUS	22 June 2018	142,587	26,454	Fully Paid Ordinary Shares
GAUS	22 June 2018	29,532	5,520	Fully Paid Ordinary Shares
GAUS	22 June 2018	26,174	4,856	Fully Paid Ordinary Shares
GAUS	22 June 2018	14,766	2,760	Fully Paid Ordinary Shares
GAUS	22 June 2018	6,554	1,216	Fully Paid Ordinary Shares
GAUS	25 June 2018	850,029	158,884	Fully Paid Ordinary Shares
GAUS	25 June 2018	233,453	43,636	Fully Paid Ordinary Shares
GAUS	25 June 2018	199,518	37,293	Fully Paid Ordinary Shares
GAUS	25 June 2018	30,008	5,609	Fully Paid Ordinary Shares
GAUS	25 June 2018	27,462	5,133	Fully Paid Ordinary Shares
GAUS	25 June 2018	8,186	1,530	Fully Paid Ordinary Shares
GAUS	25 June 2018	7,469	1,396	Fully Paid Ordinary Shares
GSI	27 June 2018	2,043	426	Fully Paid Ordinary Shares
GAUS	28 June 2018	14,733	3,019	Fully Paid Ordinary Shares
GAUS	28 June 2018	4,348	891	Fully Paid Ordinary Shares
GSI	28 June 2018	381	78	Fully Paid Ordinary Shares
GAUS	29 June 2018	14,785	3,019	Fully Paid Ordinary Shares
GAUS	4 July 2018	37,774	7,919	Fully Paid Ordinary Shares
GAUS	5 July 2018	4,121,843	864,118	Fully Paid Ordinary Shares
GAUS	5 July 2018	64,753	13,575	Fully Paid Ordinary Shares
GAUS	5 July 2018	N/A	3,600	Fully Paid Ordinary Shares
GSI	5 July 2018	N/A	1,866	Fully Paid Ordinary Shares
GAUS	6 July 2018	1,351,392	282,718	Fully Paid Ordinary Shares
GAUS	6 July 2018	696,680	145,749	Fully Paid Ordinary Shares
GAUS	6 July 2018	424,607	88,830	Fully Paid Ordinary Shares
GAUS	6 July 2018	5,306	1,110	Fully Paid Ordinary Shares
GAUS	9 July 2018	6,066	1,277	Fully Paid Ordinary Shares
GAUS	10 July 2018	317,106	68,950	Fully Paid Ordinary Shares
GAUS	11 July 2018	263,510	57,385	Fully Paid Ordinary Shares
GAUS	11 July 2018	16,574	3,611	Fully Paid Ordinary Shares
GAUS	12 July 2018	228,747	48,407	Fully Paid Ordinary Shares
GAUS	12 July 2018	69,584	15,160	Fully Paid Ordinary Shares
GAUS	12 July 2018	39,841	8,680	Fully Paid Ordinary Shares
GAUS	13 July 2018	167,021	35,354	Fully Paid Ordinary Shares
GSI	13 July 2018	7,699	1,638	Fully Paid Ordinary Shares
GAUS	16 July 2018	105,449	22,210	Fully Paid Ordinary Shares
GAUS	17 July 2018	132,928	28,071	Fully Paid Ordinary Shares
GAUS	18 July 2018	221,657	47,061	Fully Paid Ordinary Shares
GAUS	18 July 2018	136,963	28,794	Fully Paid Ordinary Shares
GAUS	19 July 2018	226,181	47,287	Fully Paid Ordinary Shares
GAUS	20 July 2018	210,206	43,793	Fully Paid Ordinary Shares
GAUS	20 July 2018	164,878	34,039	Fully Paid Ordinary Shares
GAUS	20 July 2018	1,800	375	Fully Paid Ordinary Shares
GAUS	23 July 2018	267,802	55,801	Fully Paid Ordinary Shares

Holder of Relevant Interest	Date of Acquisition	Consideration	Class and number of securities	
GAUS	23 July 2018	57,180	11,814	Fully Paid Ordinary Shares
GSI	23 July 2018	7,774	1,626	Fully Paid Ordinary Shares
GAUS	23 July 2018	479	99	Fully Paid Ordinary Shares
GAUS	24 July 2018	50,251	10,386	Fully Paid Ordinary Shares
GAUS	24 July 2018	46,296	9,645	Fully Paid Ordinary Shares
GAUS	24 July 2018	42,058	8,762	Fully Paid Ordinary Shares
GAUS	24 July 2018	293	61	Fully Paid Ordinary Shares
GAUS	25 July 2018	22,305	4,599	Fully Paid Ordinary Shares
GAUS	25 July 2018	480	99	Fully Paid Ordinary Shares
GAUS	26 July 2018	28,379	5,937	Fully Paid Ordinary Shares
GSI	26 July 2018	1,968	410	Fully Paid Ordinary Shares
GAUS	26 July 2018	747	155	Fully Paid Ordinary Shares
GAUS	27 July 2018	9,163	1,917	Fully Paid Ordinary Shares
GAUS	27 July 2018	1,515	317	Fully Paid Ordinary Shares
GAUS	30 July 2018	2,070	425	Fully Paid Ordinary Shares
GAUS	30 July 2018	2,070	425	Fully Paid Ordinary Shares
GAUS	31 July 2018	39,720	8,156	Fully Paid Ordinary Shares
GAUS	31 July 2018	39,457	8,102	Fully Paid Ordinary Shares
GAUS	31 July 2018	263	54	Fully Paid Ordinary Shares
GAUS	1 August 2018	45,944	9,473	Fully Paid Ordinary Shares
GAUS	1 August 2018	24,468	5,045	Fully Paid Ordinary Shares
GAUS	2 August 2018	15,564	3,209	Fully Paid Ordinary Shares
GAUS	2 August 2018	15,564	3,209	Fully Paid Ordinary Shares
GAUS	3 August 2018	2,425	497	Fully Paid Ordinary Shares
GAUS	3 August 2018	473	97	Fully Paid Ordinary Shares
GAUS	6 August 2018	114,324	23,572	Fully Paid Ordinary Shares
GAUS	6 August 2018	13,202	2,722	Fully Paid Ordinary Shares
GAUS	7 August 2018	147,235	30,674	Fully Paid Ordinary Shares
GAUS	7 August 2018	36,936	7,695	Fully Paid Ordinary Shares
GAUS	8 August 2018	406	84	Fully Paid Ordinary Shares
GAUS	9 August 2018	64,522	13,442	Fully Paid Ordinary Shares
GAUS	9 August 2018	34,978	7,287	Fully Paid Ordinary Shares
GAUS	9 August 2018	28,051	5,844	Fully Paid Ordinary Shares
GAUS	9 August 2018	13,642	2,842	Fully Paid Ordinary Shares
GAUS	9 August 2018	960	200	Fully Paid Ordinary Shares
GAUS	9 August 2018	86	18	Fully Paid Ordinary Shares
GAUS	10 August 2018	1,348	278	Fully Paid Ordinary Shares
GAUS	13 August 2018	14,622	3,040	Fully Paid Ordinary Shares
GAUS	13 August 2018	14,440	3,021	Fully Paid Ordinary Shares
GAUS	14 August 2018	14,372	2,994	Fully Paid Ordinary Shares
GAUS	14 August 2018	5,186	1,085	Fully Paid Ordinary Shares
GAUS	15 August 2018	28,343	5,967	Fully Paid Ordinary Shares
GAUS	17 August 2018	38,117	7,941	Fully Paid Ordinary Shares
GAUS	20 August 2018	36,974	7,703	Fully Paid Ordinary Shares
GSI	23 August 2018	234	47	Fully Paid Ordinary Shares
GAUS	28 August 2018	42,821	8,110	Fully Paid Ordinary Shares
GAUS	28 August 2018	16	3	Fully Paid Ordinary Shares
GSI	29 August 2018	13,282	2,459	Fully Paid Ordinary Shares
GAUS	29 August 2018	10,977	2,079	Fully Paid Ordinary Shares
GAUS	29 August 2018	9,536	1,806	Fully Paid Ordinary Shares
GAUS	29 August 2018	3,516	666	Fully Paid Ordinary Shares
GSA	29 August 2018	N/A	12,939,385	Fully Paid Ordinary Shares

THE GOLDMAN SACHS GROUP, INC AND ITS SUBSIDIARIES**Signature**

Print name	Haruka Araki (signing under power of attorney in accordance with section 52 of the Corporations Act)	Capacity	Authorised Person
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Sign here		Date	4 September 2018
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SALE AGREEMENT

Pricing Terms and Settlement Arrangements

Seller: Cavendish Square Holding BV

Issuer: oOh!media Limited

Securities: 12,939,385 fully paid ordinary shares in the Issuer.

Sale Price: A\$5.13 per Security.

Fees: As agreed between the parties.

Trade Date: 29 August 2018.

Settlement Date: 31 August 2018.

The Seller appoints Goldman Sachs Australia Pty Ltd (ACN 006 797 897) ("**Goldman Sachs**"), in conjunction with its affiliates to, outside the United States, procure purchasers for the Securities, or failing which to purchase itself (or through an affiliate) those Securities for which it is unable to procure purchasers ("**Shortfall Securities**") subject to the terms and conditions set forth in this Agreement ("**Sale**") having received specific instructions from the Seller directing Goldman Sachs to dispose of the Securities in the ordinary course of Goldman Sachs' financial services business.

By 10.00am on the business day prior to the Settlement Date (or by the time and date otherwise agreed between the Seller and Goldman Sachs), the Seller will deliver the Securities, excluding any Balance Securities (as defined below in Annex I) (the "**Transfer Securities**") to Goldman Sachs or an affiliate thereof, as directed by Goldman Sachs.

Subject to the delivery of the Transfer Securities by the Seller as contemplated above, Goldman Sachs will on the Settlement Date:

- (a) pay, or procure the payment to the Seller of, an amount equal to the Aggregate Price (as defined below); and
- (b) advance to the Seller, if applicable, the Advance Amount in accordance with Annex I.

The "**Aggregate Price**" shall refer herein to (x) the total number of Transfer Securities multiplied by (y) the Sale Price (as defined above). The Aggregate Price does not include, and the Seller is responsible for and shall pay, all transfer taxes, goods and services, stamp taxes and other duties incident to the sale and delivery of the Securities for which the Seller is liable.

The Seller acknowledges and agrees that the transactions contemplated by this Agreement are being made under the terms of Goldman Sachs' or its affiliates' account-opening and maintenance documentation with the Seller and the Seller agrees to be bound by the terms thereof. In the event of any inconsistency between the terms of this Agreement and such documentation, this Agreement shall prevail.

The Seller acknowledges receipt of the document entitled "General Statement of Distribution Principles" and confirms that it will not claim or allege that Goldman Sachs is liable for determining the timing, terms or structure of the transactions contemplated by this Agreement, for the Sale Price being set at a level that is too high or too low or for any sales of the Securities by investors to which such Securities are allocated.¹ Additionally, the Seller acknowledges that Goldman Sachs acts as an independent contractor and is not acting as a fiduciary and has not advised and is not advising the Seller as to any tax, legal, investment, accounting, regulatory or other matters in any jurisdiction. The Seller shall consult with its own advisers concerning such matters and shall be responsible for making its own analysis of the transactions contemplated hereby, and Goldman Sachs shall have no responsibility or liability to the Seller with respect thereto.

Goldman Sachs may disclose to (potential) purchasers of the Securities that the Seller (will be) is the seller of the Securities sold under the Sale.

Regulatory Provisions, Closing Conditions, Representations, Warranties and Agreements, and Indemnity

Goldman Sachs' obligations under this Agreement are subject to the regulatory provisions in Annex I and conditions specified in Annex II, and the Seller shall indemnify and release Goldman Sachs to the extent specified in Annex II. The Seller makes the representations, warranties and agreements in Part A, Annex III (Seller Representations and Warranties) and Goldman Sachs makes the representations, warranties and agreements in Part B, Annex III (Goldman Sachs Representations and Warranties).

The Seller authorises Goldman Sachs to notify potential purchasers of the Securities that the Seller has made the representations, warranties and agreements in Annex III.

General

In the event that Goldman Sachs or its affiliates are required to or do purchase any Securities, and any Shortfall Securities, the Seller specifically consents to Goldman Sachs and its affiliates acting as principal and not as agent and Goldman Sachs and/ or its affiliates may charge a fee, as agreed, in relation to the purchase of the Shortfall Securities.

No statement, notice or waiver under, or amendment to, this Agreement shall be valid unless it is in writing and, in the case of: (i) amendments, executed by each party, (ii) waivers, signed by the party granting the waiver. Notices shall be delivered by facsimile or email as indicated below. Except to the extent required by applicable law or regulation, the terms and existence of this Agreement and the transactions contemplated by it may not be disclosed to any third party or otherwise publicly referred to by the Seller prior to the Settlement Date without the prior written consent of Goldman Sachs.

The Seller will as soon as practicable and within any prescribed period give such notices to, or make such announcements or filings with, any relevant stock exchanges or other authorities as shall be required to be given or made by them under any applicable law or regulation in connection with the Sale in the manner contemplated hereunder, provided that any such announcements comply with its obligations under the no directed selling efforts or general solicitation representation/undertaking in Part A, Annex III (Seller Representations and Warranties).


This Agreement shall be binding upon, and inure solely to the benefit of, Goldman Sachs and the Seller and their respective successors and permitted assigns and, to the extent provided herein, the GS Affiliates (as defined in Annex II) and no other person shall acquire or have any rights under or by virtue of this Agreement. Time shall be of the essence in this Agreement, and neither party may assign any of its rights or obligations under this Agreement to any other party except Goldman Sachs may assign its rights and obligations to an affiliate.

For the purposes of this Agreement, "affiliate" has the meaning given to that term in Rule 501(b) under the U.S. Securities Act of 1933, as amended ("**U.S. Securities Act**") and an affiliate of any person means any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person; and "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of securities, by contract or agency or otherwise. For the purposes of this Agreement, The Goldman Sachs Group, Inc. and its subsidiaries and affiliates shall be deemed to be affiliates of Goldman Sachs.

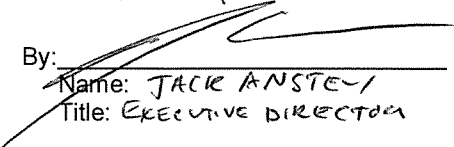
This Agreement, together with any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the law of New South Wales, Australia, and the parties agree that the courts of New South Wales, Australia are the most appropriate and convenient courts to hear any dispute under or arising out of this Agreement and, accordingly, submit to the non-exclusive jurisdiction of such courts. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

GOLDMAN SACHS AUSTRALIA PTY LTD

CAVENDISH SQUARE HOLDING BV

By: 
Name: SARAH LENNIE
Title: MANAGING DIRECTOR

By: _____
Name: _____
Title: _____

By: 
Name: JACK ANSTEY
Title: EXECUTIVE DIRECTOR

By: _____
Name: _____
Title: _____

Date: 29 AUGUST 2018

Date: _____

Facsimile for Notices: +61 3 9769 1686
Email for Notices: jeremy.williams@gs.com
Attn: General Counsel

Email for Notices: andrea.harris@wpp.com
Attn: Group Chief Counsel

No statement, notice or waiver under, or amendment to, this Agreement shall be valid unless it is in writing and, in the case of: (i) amendments, executed by each party, (ii) waivers, signed by the party granting the waiver. Notices shall be delivered by facsimile or email as indicated below. Except to the extent required by applicable law or regulation, the terms and existence of this Agreement and the transactions contemplated by it may not be disclosed to any third party or otherwise publicly referred to by the Seller prior to the Settlement Date without the prior written consent of Goldman Sachs.

The Seller will as soon as practicable and within any prescribed period give such notices to, or make such announcements or filings with, any relevant stock exchanges or other authorities as shall be required to be given or made by them under any applicable law or regulation in connection with the Sale in the manner contemplated hereunder, provided that any such announcements comply with its obligations under the no directed selling efforts or general solicitation representation/undertaking in Part A, Annex III (Seller Representations and Warranties).

This Agreement shall be binding upon, and inure solely to the benefit of, Goldman Sachs and the Seller and their respective successors and permitted assigns and, to the extent provided herein, the GS Affiliates (as defined in Annex II) and no other person shall acquire or have any rights under or by virtue of this Agreement. Time shall be of the essence in this Agreement, and neither party may assign any of its rights or obligations under this Agreement to any other party except Goldman Sachs may assign its rights and obligations to an affiliate.

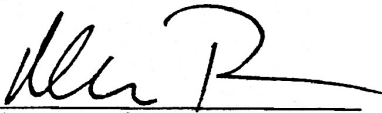
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This Agreement, together with any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the law of New South Wales, Australia, and the parties agree that the courts of New South Wales, Australia are the most appropriate and convenient courts to hear any dispute under or arising out of this Agreement and, accordingly, submit to the non-exclusive jurisdiction of such courts. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

GOLDMAN SACHS AUSTRALIA PTY LTD

CAVENDISH SQUARE HOLDING BV

By: _____
Name:
Title:

By: 
Name: MARK PALLET
Title: GENERAL COUNSEL, WPP,
AS ATTORNEY

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

Date: August
Tuesday 28th, London

Facsimile for Notices: +61 3 9769 1686
Email for Notices: jeremy.williams@gs.com
Attn: General Counsel

Email for Notices: andrea.harris@wpp.com
Attn: Group Chief Counsel

Regulatory Provisions

Part A: Applicable requirements

Notwithstanding anything else in this Agreement, the number of Securities which must be purchased by Goldman Sachs or its affiliates under the terms of this Agreement will be the lesser of:

- (a) the Shortfall Securities; and
- (b) the maximum number of Securities that can be purchased by Goldman Sachs or its affiliates without:
 - (i) the proposed transaction constituting a "significant action" or "notifiable action" under Part 2 of the Foreign Acquisitions and Takeovers Act 1975 (Cth) or otherwise requiring notification under foreign investment review policy; and
 - (ii) breach by Goldman Sachs or any of its affiliates of section 606 of the Corporations Act 2001 (Cth) (the "**Corporations Act**") or any other applicable law or regulation.

If the number of Securities (if any) purchased by Goldman Sachs or its affiliates under the terms of this Agreement ("**Principal Securities**") is less than the number of Shortfall Securities due to the limitations outlined in paragraph (b) above (such difference to be referred to in this Agreement as the "**Balance Securities**"), then Goldman Sachs will not itself (or through its affiliates) purchase the Balance Securities but Goldman Sachs is instead specifically instructed to sell, as agent for the Seller in the ordinary course of Goldman Sachs' financial services business, the Balance Securities within 12 months of the date of this Agreement ("**End Date**") outside the United States in offshore transactions in compliance with Regulation S under the U.S. Securities Act ("**Regulation S**"). Goldman Sachs will use its best endeavours to sell all of the Balance Securities (if any) on, or as soon as practicable after, the Settlement Date. At the time Goldman Sachs pays the Aggregate Price to the Seller in cleared funds for the Securities (excluding the Balance Securities, if any), Goldman Sachs must also advance to the Seller an amount equal to the number of Balance Securities (if any) multiplied by the Sale Price ("**Advance Amount**"). Goldman Sachs must indemnify the Seller for any shortfall between the actual price received for each Balance Security (if any) sold by Goldman Sachs as agent and the Sale Price. Any such indemnified amount is to be paid to the Seller on the applicable settlement date contemplated in Part B, Annex I (or in respect of any Balance Shares that have not been sold by 4.00pm on the End Date, the End Date).

The parties acknowledge that neither Goldman Sachs nor its affiliates acquire any interest in the Balance Securities (if any) or any rights in them (by way of security or otherwise) except to act as agent for the sale of those Balance Securities.

Part B: Settlement arrangements for Balance Securities (if any)

Subject to the delivery by the Seller of the Balance Securities, the sale of the Balance Securities, if any, will be effected in accordance with the ASX Settlement Operating Rules, with settlement to follow on a T + 2 basis.

No interest will be payable on the Advance Amount. The Seller must only repay the Advance Amount from and to the extent the Seller receives the proceeds of sale of the Balance Securities and any amount under the indemnity relating to the Balance Securities. The outstanding Advance Amount will not be repayable in any circumstances in respect of Balance Securities not sold by the End Date (other than by way of set-off against any amount due under the indemnity) and the agency will terminate at that time or at such earlier time when all the Balance Securities have been sold. If the Seller receives a dividend or other distribution on a Balance Security prior to the End Date, where that dividend or distribution was announced after the Settlement Date, then the Seller must pay the after-tax amount of the receipt to Goldman Sachs in reduction of the Advance Amount applicable to that Balance Security.

Goldman Sachs will automatically apply, as a set-off, any proceeds of sale of the Balance Securities (if any) as agent and, the amount (if any) due under the indemnity relating to the Balance Securities, against:

- (a) repayment of the Advance Amount by the Seller; and
- (b) any further fees and goods and services tax (subject to receipt by the Seller of a tax invoice) payable to Goldman Sachs in relation to this Agreement,

immediately upon receipt of those proceeds.

Conditions

From the time of entry into this Agreement until the End of the Risk Period (defined below), the obligations of Goldman Sachs under this Agreement are subject to the conditions set forth below. For the avoidance of doubt, the conditions set forth below do not apply after the End of the Risk Period. Goldman Sachs may waive, in its sole discretion, any of these conditions by written notice to the Seller.

Accuracy of Seller's representations and warranties. Each of the representations and warranties of Seller in this Agreement shall have been correct and not misleading when given or made and shall remain correct and not misleading in all material respects until the Securities (other than the Balance Securities) are crossed by way of one or more special crossings (in accordance with the ASX Settlement Operating Rules) (the conclusion of such final special crossing, being the "**End of the Risk Period**").

No force majeure. None of the following events shall have occurred since the date of this Agreement: (A) a suspension or material limitation in trading of the Issuer's ordinary shares or securities generally on the London Stock Exchange, the New York Stock Exchange or the Australian Securities Exchange ("**ASX**"); (B) a general moratorium on commercial banking activities declared by the relevant authorities in the United Kingdom, the United States or Australia (the "**Relevant Countries**") or a material disruption in commercial banking or securities settlement or clearance services in any of the Relevant Countries; (C) the outbreak or escalation of hostilities or another national emergency or crisis involving any of the Relevant Countries or the declaration by any of the Relevant Countries of a national emergency or war; or (D) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions or currency exchange rates or controls in any of the Relevant Countries or elsewhere, if the effect of any such event specified in (C) or (D) in the judgment of Goldman Sachs makes it impracticable or inadvisable to proceed with the transactions contemplated by this Agreement.

In the event that:

- (a) the Seller shall not have delivered the Securities as required by this Agreement; or
- (b) any of the above conditions shall not have been satisfied (or waived in writing) by or on the End of the Risk Period,

Goldman Sachs may in its sole discretion elect to terminate this Agreement in which case the Agreement shall cease to have effect, except for the liability of the Seller arising before or in relation to such termination and as otherwise provided herein, *provided that*, if the Seller delivers less than all of the Securities as required by this Agreement, Goldman Sachs shall also have the option to effect (or procure) the purchase of any number of such Securities as are delivered at the agreed purchase price per Security, but such partial purchase shall not relieve the Seller from liability for its default with respect to the Securities not purchased.

Indemnification and release

The Seller agrees to indemnify and hold harmless Goldman Sachs against any losses, claims, damages, demands or liabilities (or actions in respect thereof) to which Goldman Sachs may become subject in so far as such losses, claims, damages, demands or liabilities (or actions in respect thereof) relate to or arise out of the transactions contemplated by this Agreement, any breach or alleged breach of the terms of this Agreement by the Seller or as a result of any of the representations and warranties of the Seller being, or being alleged to be, incorrect or misleading in any respect. This indemnity shall not, however, apply to the extent that it is finally judicially determined that such losses, claims, damages, demands or liabilities resulted directly from Goldman Sachs' gross negligence, fraud or wilful misconduct. The Seller agrees to reimburse Goldman Sachs promptly for any duly itemised expenses (including counsel's fees on a full indemnity basis) reasonably incurred by Goldman Sachs in connection with investigating or defending any such demands, actions or claims. The indemnification obligations of the Seller are in addition to any liability the Seller may otherwise have and shall extend, upon the same terms and conditions, to Goldman Sachs' affiliates and the directors, partners, officers, employees, representatives and controlling persons of Goldman Sachs and its affiliates (collectively, "**GS Affiliates**" and each a "**GS Affiliate**").

The Seller further agrees that no claim shall be made by it or by any person asserting claims on behalf of or in right of the Seller against Goldman Sachs or any GS Affiliate to recover any loss, claim, damage, demand or liability that the Seller may suffer or incur by reason of or arising out of the carrying out or the performance by Goldman Sachs or any GS Affiliate of its obligations or services under this Agreement. This release shall not, however, apply to the extent that it is finally judicially determined that such loss, claim, damage, demand or liability resulted directly from the gross negligence, fraud or wilful misconduct of the Goldman Sachs or the GS Affiliate claiming the benefit of this release.

The indemnification and release obligations of the Seller shall survive termination or completion of this Agreement. The indemnity and release in this Annex II are granted to Goldman Sachs both for itself and on trust for each of the GS Affiliates and may be enforced by Goldman Sachs on behalf of the GS Affiliates.

Part A: Seller Representations & Warranties

The Seller represents and warrants to, and agrees with, Goldman Sachs at the date of this Agreement and at all times until the Securities are transferred to and settled with purchasers under the Sale:

Due incorporation. The Seller is duly incorporated and is validly existing under the laws of its place of incorporation and has the full right, power and authority to offer and sell the Securities and perform its obligations under this Agreement; and no person has any conflicting right, contingent or otherwise, to purchase or to be offered for purchase the Securities, or any of them.

This is a valid and binding agreement. This Agreement has been duly authorised, executed and delivered by the Seller and constitutes a lawful, valid and legally binding agreement of the Seller.

Seller and its affiliates have all necessary approvals to sell the Securities. All consents, orders, approvals, and other authorisations, whether governmental, corporate, beneficiary, shareholder or other, necessary for the execution, delivery and performance by the Seller and its affiliates of this Agreement and the transactions contemplated hereby have been obtained or made and are in full force and effect.

Professional Investor: For purposes of the Corporations Act, the Seller is a wholesale client (as that term is defined in section 761G of the Corporations Act) who is also a "sophisticated investor" or a "professional investor" (as those terms are defined, respectively, in sections 708(8) and 708(11) of the Corporations Act).

The Sale does not conflict with the Seller's or its affiliates' other agreements or applicable laws. The compliance by the Seller with all of the provisions of this Agreement will not conflict with, result in a breach or violation of, or constitute a default under: (A) any agreement or instrument to which the Seller or its affiliates is a party or by which it or any of its or their properties or assets is bound; or (B) any statute, rule or regulation applicable to, or any order of any court or governmental agency with jurisdiction over, the Seller, its affiliates, their assets or properties.

Seller will transfer good and valid title to the Securities. The Seller is the sole legal and beneficial owner of, and has good and valid title to, the Securities free and clear of liens, encumbrances, equities or claims ("**encumbrances**"); and upon delivery of the Securities to or as directed by Goldman Sachs against payment pursuant to this Agreement, will give good and valid title to the Securities, free and clear of encumbrances to Goldman Sachs or purchasers of the Securities.

The Seller is not violating insider trading laws. The Seller does not have any non-public information, or information which is not generally available, concerning the Issuer or the Issuer's securities that is material or price-sensitive or could reasonably be expected to have a material impact on the price or value of the Issuer's securities, and the sale of the Securities hereunder will not constitute a violation by the Seller of applicable law prohibiting "insider dealing" or "insider trading" in securities (including, without limitation, section 1043A of the Corporations Act and section 10(b) of the U.S. Securities Exchange Act of 1934, as amended (the "**U.S. Exchange Act**"), as applicable).

Securities rank equally, are freely on-saleable and the Seller is not a "controller". The Securities rank equally in all respects with existing fully paid ordinary shares of the Issuer and may be offered for sale, and may be on-sold, without disclosure to investors under Part 6D.2 of the Corporations Act and neither the Seller nor any person who controls the Seller is a controller of the Issuer within the meaning of sections 50AA and 707(2) of the Corporations Act.

No OFAC sanctions. Neither the Seller nor any director, officer, agent, employee, affiliate or person acting on behalf of the Seller is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department ("**OFAC**") (including the designation as a "specially designated national", "foreign sanctions evader" or "blocked person" thereunder) or is currently subject to any similar sanctions administered by Her Majesty's Treasury in the United Kingdom or the European Union or the Australian Department of Foreign Affairs and Trade (collectively, "**Sanctions**"); and the Seller will not directly or indirectly use the proceeds of the disposal of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to finance the activities of any person currently subject to any Sanctions or (ii) in any other manner that will result in a violation of Sanctions by any person (including any person or entity participating in the disposal of the Securities, whether as underwriter, placing agent, advisor, investor or otherwise).

No substantial U.S. market interest and foreign private issuer: To the best of the Seller's knowledge, there is no "substantial U.S. market interest" (as such term is defined in Rule 902(j) under the U.S. Securities Act) with respect to the Securities and the Issuer is a "foreign private issuer" (as defined in Rule 405 under the U.S. Securities Act).

The Seller has not manipulated the price of any of the Issuer's securities. Neither the Seller nor any of its affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Issuer or facilitate the sale or resale of the Securities in violation of any applicable law.

The Seller undertakes to immediately notify Goldman Sachs in writing if any of its representations, warranties and agreements were not correct when made or cease to be correct prior to such transfer and settlement.

Part B: Goldman Sachs Representations & Warranties

Goldman Sachs represents and warrants to, and agrees with, the Seller at the date of this Agreement and at all times until the Securities are transferred to and settled with purchasers under the Sale:

U.S. selling restriction. Goldman Sachs acknowledges that the offer and sale of the Securities have not been, and will not be, registered under the U.S. Securities Act and the Securities may not be offered or sold in the United States except in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. As a result, offers and sales of Securities will be made by Goldman Sachs and its affiliates only:

- (i) in the United States to dealers or other professional fiduciaries organized, incorporated or (if an individual) resident in the United States acting for an account (other than an estate or trust) held for the benefit or account of persons that are not U.S. persons (as defined in Rule 902(k) under the U.S. Securities Act) for which it has, and is exercising, investment discretion, within the meaning of Rule 902(k)(2)(i) under the U.S. Securities Act, in reliance on Regulation S; and
- (ii) outside the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S,

provided that any Balance Securities may only be offered and sold to persons that are not in the United States, in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act), in reliance on Regulation S.

No directed selling efforts. With respect to the Securities sold in reliance on Regulation S under the U.S. Securities Act, it, its affiliates, and any person acting on behalf of any of them have not engaged and will not engage in "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act).

Goldman Sachs has not manipulated the price of any of the Issuer's securities. Neither Goldman Sachs nor any of its affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Issuer or facilitate the sale or resale of Securities in violation of any applicable law.

Goldman Sachs undertakes to promptly notify the Seller in writing if any of its representations, warranties and agreements were not correct when made or cease to be correct prior to such transfer and settlement.