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23 December 2015

Market Announcements Office
Manager
ASX Limited
20 Bridge Street
Sydney NSW 2000
Fax 1300 135 638

Dear Sir or Madam

Onthehouse Holdings Limited (ASX: OTH) – Form 603: Notice of becoming a substantial holder

We act for CoreLogic Australia Holdings Pty Ltd ("CoreLogic").

On behalf of CoreLogic, we enclose a Form 603 notice for the purpose of section 671B of the Corporations Act 2001 (Cth).

Yours faithfully



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Encl: 16 pages (cover page included)

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

To: Company Name/Scheme Onthehouse Holdings Limited ("OTH")
ACN/ARSN 150 139 781

1. Details of substantial holder (1)

Name CoreLogic Inc., CoreLogic Australia Holdings Pty Ltd (ACN 180 637 408) (CoreLogic Australia Holdings) and each of its controlled entities listed in Annexure A (together the "CoreLogic Controlled Entities")
ACN/ARSN (if applicable) See Annexure A for the ACNs of the CoreLogic Controlled Entities other than CoreLogic Inc. which does not have one

The holder became a substantial holder on 21 / 12 / 2015

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 (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	15,893, 545	15,893, 545	10.23%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate 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 (7)	Class and number of securities
RP Data Pty Ltd ("CoreLogic")	CoreLogic (a wholly owned subsidiary of CoreLogic Australia Holdings and an indirect wholly owned subsidiary of CoreLogic Inc.) holds a relevant interest pursuant to section 608(1)(c) of the Corporations Act in 15,837,745 ordinary shares in OTH held by 77 Victoria St Venture Pty Limited (ACN 145 769 886) in its capacity as trustee for 77 Victoria St Trust ("77VSV") and 55,800 ordinary shares in OTH in which PIQ 1 Pty Ltd ("Macquarie") (a wholly owned subsidiary of Macquarie Group Limited) has a relevant interest, as a result of entering into an Exclusivity and Standstill Agreement on 21 December 2016 with 77VSV and Macquarie ("ESA"). A copy of the ESA is attached as Annexure B.	Fully paid ordinary shares 15,893, 545
Each other CoreLogic Controlled Entity	Each other CoreLogic Controlled Entity holds a relevant interest in those securities pursuant to section 608(3) of the Corporations Act.	Fully paid ordinary shares 15,893, 545
77VSV and each of the persons and entities previously disclosed by 77VSV in Form 604 (Notice of change of interests of substantial holder) dated 8 February 2016 ("77VSV Entities")	Hold relevant interests in 15,837,745 ordinary shares in OTH as set out in the Form 604 (Notice of change of interests of substantial holder) dated 8 February 2016 previously disclosed by 77VSV. Also hold relevant interests in 55,800 ordinary shares in OTH held by Macquarie as a result of entering into the ESA.	Fully paid ordinary shares 15,893, 545
Macquarie and each other Macquarie Group Entity disclosed by Macquarie Group Limited in its Form 603 (Notice of initial substantial holder) dated 23 December 2015 ("Macquarie Group Entity")	Hold relevant interests in 55,800 ordinary shares in OTH as set out by Macquarie Group Limited in its Form 603 (Notice of initial substantial holder) dated 23 December 2015. Also hold relevant interests in 15,837,745 ordinary shares in OTH held by 77VSV as a result of entering into the ESA.	Fully paid ordinary shares 15,893, 545

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 (8)	Class and number of securities
Each CoreLogic Controlled Entity, each Macquarie Group Entity and each 77VSV Entity	77VSV	77VSV	Fully paid ordinary shares - 15,837,745
	Bond Street Custodians Limited	Bond Street Custodians Limited	Fully paid ordinary shares - 65,800

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 (9)		Class and number of securities
Each CoreLogic Controlled Entity	21/12/2015	Cash Nil	Non-Cash In consideration for CoreLogic's entry into the ESA.	Fully paid ordinary shares - 15,837,745
Each Macquarie Group Entity	21/12/2015	Cash Nil	Non-Cash In consideration for Macquarie's entry into the ESA.	Fully paid ordinary shares - 15,837,745
Each 77VSV Entity	21/12/2015	Cash Nil	Non-Cash In consideration for 77VSV's entry into the ESA.	Fully paid ordinary shares - 65,800

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
See Annexure A	The CoreLogic Controlled Entities are all controlled entities of CoreLogic Inc.
Macquarie	Associates pursuant to section 12(2) of the Corporations Act as a result of entering into the ESA
77VSV	Associates pursuant to section 12(2) of the Corporations Act as a result of entering into the ESA

7. Addresses

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


Name	Address
CoreLogic Inc.	40 Pacific, Irvine, California, 92618-7471, United States of America
CoreLogic Controlled Entities	See Annexure A
Each Macquarie Group Entity	See Form 603 (Notice of Initial substantial holder) dated 23 December 2015, disclosed by Macquarie Group Limited
Each 77VSV Entity	117 Fernberg Road, Paddington, Queensland, Australia 4064

Signature

print name Craig Mackenzie

Capacity: Company secretary
CoreLogic Australia Holdings

sign here



date 23 / 12 / 2015

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 606 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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
 - (b) 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.
- (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) 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 acquisition, even if they are not paid directly to the person from whom the relevant interest was acquired.

This is Annexure A of 3 pages - referred to in the Form 603 - Notice of Initial Substantial Holder

Dated 23 December 2015



Craig Mackenzie
Company secretary of CoreLogic Australia Holdings
23 December 2015

Annexure A

Company Name	ACN	Registered address
RP Data Pty Ltd	087 759 171	Level 21, 2 Market St, Sydney NSW 2000
CoreLogic Australia Pty Ltd	149 251 267	Level 21, 2 Market St, Sydney NSW 2000
CoreLogic Australia Holdings Pty Ltd	150 637 406	Level 21, 2 Market St, Sydney NSW 2000
ACN 105 907 319 Pty Ltd	105 907 319	Level 21, 2 Market St, Sydney NSW 2000
ACN 108 719 197 Pty Ltd	108 719 197	Level 21, 2 Market St, Sydney NSW 2000
ACN 108 794 449 Pty Ltd	108 794 449	Level 21, 2 Market St, Sydney NSW 2000
CSAU Pty Ltd	090 587 616	Level 21, 2 Market St, Sydney NSW 2000
EVR Services Pty Ltd	098 498 965	Level 21, 2 Market St, Sydney NSW 2000
HEAU Pty Ltd	090 684 594	Level 21, 2 Market St, Sydney NSW 2000
Jacisa Pty Ltd	094 787 149	Level 21, 2 Market St, Sydney NSW 2000
Listem Australia Pty Ltd	091 075 866	Level 21, 2 Market St, Sydney NSW 2000
Localwise Pty Ltd	088 391 406	Level 21, 2 Market St, Sydney NSW 2000
Myrp.com.au Pty Ltd	127 891 294	Level 21, 2 Market St, Sydney NSW 2000
PropertyWeb Pty Ltd	090 653 848	Level 21, 2 Market St, Sydney NSW 2000
Real Soft Pty Ltd	092 894 787	Level 21, 2 Market St, Sydney NSW 2000
Realtor.com.au Pty Ltd	090 587 545	Level 21, 2 Market St, Sydney NSW 2000
RP Data Radio Show Pty Ltd	130 591 356	Level 21, 2 Market St, Sydney NSW 2000
RP Data Valuation Services Pty Ltd	134 740 355	Level 21, 2 Market St, Sydney NSW 2000
ValEx Group Pty Ltd	124 452 393	Level 21, 2 Market St, Sydney NSW 2000
Valuation Exchange Pty Ltd	106 319 975	Level 21, 2 Market St, Sydney NSW 2000
BMH Asia Pacific Pty Ltd	113 521 289	Level 21, 2 Market St, Sydney NSW 2000
Cordell Information Pty Ltd	159 137 274	Level 21, 2 Market St, Sydney NSW 2000

American Company Name

CDS Business Mapping, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CompuNet Credit Services, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Acquisition Co. I, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Acquisition Co. III, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Acquisition Co. IV, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Case-Shiller, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Commercial Real Estate Services, Inc.	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Credco, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Credco of Puerto Rico, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Default Information Services, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Dorado, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Flood Services, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Holdings II, Inc.	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Information Resources, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic National Background Data, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic SafeRent, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Services, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Solutions, LLC	40 Pacifica, Irvine, California, 92618-7471, USA
CoreLogic Spatial Solutions, LLC	40 Pacifica, Irvine, California, 92618-7471, USA

CoreLogic Tax Collection Services, LLC

40 Pacifica, Irvine, California, 92618-7471, USA

CoreLogic Tax Services, LLC

40 Pacifica, Irvine, California, 92618-7471, USA

DataQuick Information Systems, Inc.

40 Pacifica, Irvine, California, 92618-7471, USA

Decision Insight Information Group (U.S.) I, Inc.

40 Pacifica, Irvine, California, 92618-7471, USA

Decision Insight Information Group (U.S.) III, LLC

40 Pacifica, Irvine, California, 92618-7471, USA

EQECAT, Inc.

40 Pacifica, Irvine, California, 92618-7471, USA

LeadClick Media, LLC

40 Pacifica, Irvine, California, 92618-7471, USA

Marshall & Swift/Boeckh, LLC

40 Pacifica, Irvine, California, 92618-7471, USA

Multifamily Community Insurance Agency, LLC

40 Pacifica, Irvine, California, 92618-7471, USA

New Decision Insight Information Group (U.S.) III, Inc.

40 Pacifica, Irvine, California, 92618-7471, USA

RELS Reporting Services, L.L.C.

40 Pacifica, Irvine, California, 92618-7471, USA

RES Direct, LLC

40 Pacifica, Irvine, California, 92618-7471, USA

Screeners Advantage, LLC

40 Pacifica, Irvine, California, 92618-7471, USA

Teletrack, LLC

40 Pacifica, Irvine, California, 92618-7471, USA

LandSafe Appraisal Services, Inc.

40 Pacifica, Irvine, California, 92618-7471, USA

This is Annexure B of 11 pages - referred to in the Form 603 - Notice of Initial Substantial Holder

Dated 23 December 2015



Craig McKenzie
Company secretary of CoreLogic Australia Holdings
23 December 2015

Exclusivity and Standstill Agreement

1. Parties	<ul style="list-style-type: none"> • PIQ1 Pty Limited (ACN 608 829 509) (Macquarie); • 77 Victoria St Venture Pty Limited (ACN 145 769 866) in its capacity as trustee for 77 Victoria St Trust (77VSV); and • RP Data Pty Ltd (ACN 087 759 171) (CoreLogic), <p>(each a Party and together the Parties).</p>
2. Background and transaction structure	<p>77VSV and Macquarie wish to form a consortium (Consortium) to investigate the merits of a potential acquisition of all of the issued share capital of Onthehouse Holdings Limited (Target) not already held by the Consortium (Potential Bid). As at the date of this document, the Consortium holds the following securities in the Target:</p> <ul style="list-style-type: none"> • 77VSV: 15,897,746 ordinary shares, representing approximately 19.2% of the issued ordinary share capital of the Target, and a total of 500,000 options (with an exercise price of \$0.775) over unissued ordinary shares in the Target; and • Macquarie Group (as defined below): 55,800 ordinary shares, representing approximately 0.06% of the issued ordinary share capital of the Target. <p>CoreLogic proposes to be involved in any Potential Bid by providing industry-knowledge, technical and other (including financial) support, on terms to be agreed between the Parties. CoreLogic also proposes to become a shareholder of the Target at completion of any Potential Bid (CoreLogic Investment).</p> <p>The purpose of this document is to set out:</p> <ul style="list-style-type: none"> • certain exclusivity and standstill arrangements to be entered into between the Parties; • in relation to the Consortium, the manner in which the Consortium will work together to propose and formulate the Potential Bid; and • the manner in which the Parties will work together to formalise arrangements for the purpose of implementing the Potential Bid.
3. Transaction structure	<p>The Consortium currently proposes to structure the Potential Bid as a scheme of arrangement pursuant to which each of Macquarie and 77VSV would acquire (in proportions to be agreed and directly or indirectly through their respective nominated vehicles) all of the Target shares not already held by the Consortium.</p> <p>CoreLogic proposes to provide an amount of funding to be agreed between the Parties for the Potential Bid and, if the Potential Bid reaches completion, to acquire a proportion of the Target shares on completion.</p>
4. No obligation	<p>Nothing in this document will require any Party to make a bid or require any Party to provide (or underwrite) any equity contribution or other financing in relation to the Potential Bid.</p>
5. Due diligence	<p>The Parties acknowledge that Macquarie intends to seek and, if granted by Target, conduct due diligence on the Target and its business on an exclusive basis. CoreLogic will be involved in and will assist Macquarie with due diligence on the Target and its business.</p>
6. Key transaction documents	<p>The Parties will co-operate in good faith to negotiate and agree:</p> <ul style="list-style-type: none"> • Scheme Implementation Agreement (SIA) – if the Consortium and Target determine to proceed by way of a scheme of arrangement, the SIA to be entered into between each member of the Consortium (or their nominated vehicles) and the Target or any other bid implementation agreement necessary to implement the Potential Bid; and

	<ul style="list-style-type: none"> • any other arrangements which will govern the conduct of the Parties in relation to the funding and implementation of the Potential Bid and any shareholder arrangements or agreement which are to govern the relationship of the Parties and the conduct of the Target's business following completion of the Potential Bid.
7. Decision making and conduct of Potential Bid	<p>Unless otherwise agreed between Macquarie and 77VSV, any commercial, legal or strategic decisions concerning the Potential Bid shall be delegated to a steering committee comprising 2 representatives of each member of the Consortium (each a Representative). All decisions of the steering committee will require approval by all Representatives on a unanimous basis.</p> <p>The Consortium agrees to act expeditiously and in good faith with respect to all matters connected with the Potential Bid and to arrange regular discussions during the assessment and execution of the Potential Bid.</p> <p>The Parties will co-operate in good faith to negotiate and agree the level of consultation and other rights that CoreLogic may have with respect to the conduct of the Potential Bid.</p>
8. Bid costs	<p>The parties agree that the costs of the Potential Bid will be categorised as follows:</p> <p>(a) Due Diligence Costs, being the external costs of conducting due diligence on the Target, including business, legal, tax, accounting and insurance due diligence costs, but excluding any technical review of the IT systems of the Target;</p> <p>(b) Party Costs, being all costs which are not Due Diligence Costs and Common Transaction Costs; including each Party's own internal and external costs in connection with:</p> <ul style="list-style-type: none"> • the preparation and negotiation of this document; • advice on strategy and structuring up to the date of this document; • advice on and the negotiation of documents (after preparation of a first draft) governing the arrangements as between the Parties, including any bidding agreements, shareholder agreements and financing agreements; and • advice which relates specifically to that Party's interests. <p>(c) Common Transaction Costs, being the following external costs relating to the Potential Bid, which are costs incurred for the common benefit of the Parties:</p> <ul style="list-style-type: none"> • advisory costs in relation to structuring the Potential Bid and the approach to the Target on and from the date of this document; • costs in relation to the preparation of a first draft of any documents governing the arrangements as between the Parties, including any bidding agreements, shareholder agreements and financing agreements; • costs in relation to preparation of a first draft of any merger implementation agreement, scheme or other documents and costs of collating input into these documents from the Parties; • costs of leading the negotiation of the merger implementation agreement, scheme or other documents with the Target and costs of collating input into these documents from the Target and the Parties; • costs relating to any court processes associated with a scheme of arrangement; • costs in relation to the consideration and obtaining of any regulatory or

	<p>third party approvals required to implement the Potential Bid or the receipt of which are conditions to the Potential Bid;</p> <ul style="list-style-type: none"> • costs relating to the Implementation of the Potential Bid and the merger or integration of the business of the Target with any other businesses agreed by the Parties, including costs relating to any technical review of the Target's IT systems; and • costs associated with the preparation and negotiation of all other documents and undertaking all other steps which are related to progressing or implementing the Potential Bid, where the interests of all the Parties in respect of such documents or steps are aligned. <p>The Parties will use their reasonable endeavours to prepare and agree a budget in respect of Common Transaction Costs and Due Diligence Costs prior to commencement of due diligence and preparation of transaction documents (Bid Costs Budget) and the Parties must use their reasonable endeavours to ensure that no material Common Transaction Costs or Due Diligence Costs are incurred outside that budget (as amended from time to time) without the prior written approval of all of the Parties.</p> <p>Due Diligence Costs</p> <p>Macquarie will pay or procure the payment of the Due Diligence Costs. CoreLogic must, within 10 business days of a written request by Macquarie, reimburse Macquarie 15% of the total Due Diligence Costs.</p> <p>Party Costs</p> <p>Each Party shall bear its own Party Costs.</p> <p>Common Transaction Costs</p> <p>Each Party will pay (or procure the payment of) its proportionate share of Common Transaction Costs (as defined below):</p> <p>(a) subject to paragraph 8(b), in the following proportions:</p> <ul style="list-style-type: none"> • Macquarie – 74.9%; and • 77VSV – 25.1%. <p>Within 10 business days of a written request by Macquarie, CoreLogic will contribute to or reimburse 15% of the total Common Transaction Costs to Macquarie.</p> <p>(b) If the Potential Bid and CoreLogic Investment reach financial close, in proportion to each Parties' final equity holding in the Target following implementation of the Potential Bid and associated transactions.</p>
9. No breach of law	Each Party undertakes that it will not take any action which would put another Party in breach of the Corporations Act (2001)
10. Break fee	<p>If Target or a related body corporate of the Target becomes liable to pay a break fee to one or more of the Parties in relation to the Potential Bid, the Consortium will procure that such break fee will be split between the Parties and paid to each such Party (or at its direction) as follows:</p> <ul style="list-style-type: none"> • Macquarie – 59.9%; • 77VSV – 25.1%; and • CoreLogic – 15%.

11. Standstill	<p>During the Standstill Period (as defined below) Macquarie, CoreLogic 77VSV will not and will procure that each of their related bodies corporate and controlled entities will not and, in relation to 77VSV, 77VSV will procure that the 77 Victoria St Trust, Michael Dempsey and Daniel Dempsey will not:</p> <ul style="list-style-type: none"> • acquire or purchase, or agree to acquire or purchase, any securities in the Target (or any direct or indirect rights or interests in any securities in Target, or any warrants or options to acquire any securities in the Target); • sell or dispose of, or agree to sell or dispose of, any securities in the Target (or any direct or indirect rights or interests in any securities in the Target, or any warrants or options to acquire any securities in the Target); • enter into any agreement or arrangement which confers rights, the economic effect of which is equivalent or substantially equivalent to the acquisition, purchase, sale or disposal of securities in the Target (including cash settled derivative contracts, contracts for differences or other derivative contracts); • solicit proxies from shareholders of the Target or any of its associates, or otherwise seek to influence or control the management or policies of the Target; or • aid, abet, counsel, procure or induce any other person in doing any of the things mentioned above, <p>(together, Standstill) in each case, unless pursuant to the terms of an agreement between the Parties, or unless each other Party agrees in writing.</p> <p>Notwithstanding the foregoing, in the case of Macquarie, the restrictions set out in this paragraph 11 will not apply to or restrict any division or business within the Macquarie Group other than:</p> <p>(a) the Macquarie Capital operating group; and</p> <p>(b) the Banking and Financial Services operating group (other than those parts of the Banking and Financial Services operating group that undertake any of the above activities on behalf of clients in the ordinary course of their financial services business including as broker, trustee, funds manager, custodian or market participant);</p> <p>((a) and (b) together the Macquarie Restricted Businesses).</p> <p>For the purposes of this agreement, Macquarie Group means Macquarie Group Limited, its related bodies corporate, controlled entities and funds or vehicles managed or advised by such persons (and their respective officers, directors, employees, consultants and agents).</p> <p>Standstill period – the Standstill Period will be the period from the date of this document until the date that is nine months after the date of this document or such other period as may be agreed between the Parties (Standstill Period).</p>
12. Upside sharing	<p>During the Standstill Period, if a third party (or parties) publicly announces or proposes a scheme of arrangement under which it (or they) will acquire all of the shares in the Target, or makes a takeover bid for all of the shares in the Target (Competing Control Transaction), even though the scheme of arrangement or takeover bid may not be implemented or made during the Standstill Period, then:</p> <ul style="list-style-type: none"> • 77VSV may not (and must procure that the 77 Victoria St Trust does not), in respect of a Competing Control Transaction, either vote in favour of a scheme of arrangement, nor accept a takeover offer, unless agreed in writing by Macquarie and 77VSV; • If Macquarie and 77VSV agree in writing that the 77VSV should, in relation to a Competing Control Transaction, vote in favour of the scheme of

	<p>arrangement or accept the takeover offer (as applicable), then:</p> <p>(a) the 77VSV must procure that the 77 Victoria St Trust votes in favour of the relevant scheme of arrangement or accepts the relevant takeover offer in respect of all its shares in the Target; and</p> <p>(b) if the relevant scheme of arrangement is approved and implemented, or 77VSV's shares are acquired by a third party bidder under a takeover, then, upon receiving the consideration for the shares in the Target held by them under the Compelling Control Transaction, 77VSV must pay to each of Macquarie and CoreLogic a cash sum in Australian dollars calculated as follows:</p> <p style="padding-left: 40px;">Amount payable = (A – B) x C x Relevant Proportionate Share</p> <p style="padding-left: 40px;">Where</p> <p style="padding-left: 40px;">A is the price per Target share under the Compelling Control Transaction;</p> <p style="padding-left: 40px;">B is the closing price of the Target shares on ASX on the day before the date of this document;</p> <p style="padding-left: 40px;">C is the number of Target shares held by 77VSV at the date of this document; and</p> <p style="padding-left: 40px;">Relevant Proportionate Share means: (i) in the case of Macquarie, 42.5%; and (ii) in the case of CoreLogic, 7.5%.</p> <p>The Parties' obligations and rights under this paragraph 12 survive termination or expiry of the term of this document pursuant to paragraph 18.</p> <p>Notwithstanding the foregoing, nothing in this paragraph 12 is intended to restrict 77VSV from dealing in its shares in the Target after expiration of the Standstill Period, other than as expressly set out above.</p>
13. Exclusivity	<p>In consideration of each Party foregoing consideration of other opportunities in relation to the Target, incurring costs in proceeding with due diligence investigations and instructing advisers to draft and negotiate documentation relating to the Potential Bid, the Parties agree that each Party will and will procure that each of their related bodies corporate and controlled entities will (including, in relation to 77VSV, that 77VSV will procure that the 77 Victoria St Trust, Michael Dempsey and Daniel Dempsey will):</p> <p>(a) terminate existing discussions, negotiations or other arrangements with third parties or the Target (if any) regarding any actual or potential transaction concerning the assets of, or shares in, the Target (or other transaction which is similar to the Potential Bid) (Competing Transaction); and</p> <p>(b) for the term of this document (as set out in paragraph 16), not enter into, invite or solicit any discussions, negotiations or other arrangements with any person (other than the Parties and their respective advisers and representatives) regarding any Competing Transaction; and</p> <p>(c) during the term of this document (as set out in paragraph 16), immediately notify each other Party if it is approached in relation to, or becomes aware of any negotiations or discussions regarding, an actual or potential Competing Transaction, and provide each other Party with such terms and details of the actual or potential Competing Transaction as are or become known to that Party.</p> <p>Notwithstanding the foregoing:</p> <ul style="list-style-type: none"> • in the case of Macquarie, the restrictions set out in this paragraph 13 will not apply to or restrict any division or business within the Macquarie Group other

	<p>than the Macquarie Restricted Businesses; and</p> <ul style="list-style-type: none"> in respect of 77VSV, nothing in paragraph 13(c) will require 77VSV to notify the other Parties of a Competing Transaction of which either Michael Dempsey or Daniel Dempsey becomes aware in their capacity as a director of the Target where such notification would cause either of Michael Dempsey or Daniel Dempsey to be in breach of his duties as a director of the Target.
14. Representations and warranties	<p>Each Party represents and warrants that:</p> <ul style="list-style-type: none"> it has the power and authority to execute, deliver and perform its commitments and obligations under this document; the execution, delivery and performance of this document has been duly and validly authorised and approved in accordance with all relevant laws and constitutional requirements applicable to that Party; and to the extent a provision is expressed to be legally binding on a Party under this document, such provision constitutes a valid and legally binding obligation of that Party, enforceable against that Party in accordance with its terms; as at the date of this document, that Party holds the number of securities in the Target set out next to that Party's name in paragraph 2; and neither the Party (or any of its associates, as defined in the <i>Corporations Act 2001</i> (Cth), or, in the case of Macquarie, the Macquarie Restricted Businesses) has provided, or agreed to provide, any consideration for any Target shares to any person during the period of four months prior to the date of this document. <p>77VSV also represents and warrants that:</p> <ul style="list-style-type: none"> the 77 Victoria St Trust (Trust) has been duly established; it has been validly appointed as trustee of the Trust, it is the only trustee of the Trust, and no action has been taken or proposed to remove it as trustee of the Trust; it has power under the terms of the Trust to enter into this document and comply with its obligations under it; it has full force and effect and authorisations necessary for it to enter into this document, perform obligations under it and allow it to be enforced; and it has a right to be fully indemnified out of all the assets and property of the Trust in respect of the obligations incurred by it under this agreement.
15. Confidentiality & public announcements	<p>Subject and without limitation to the terms of any confidentiality agreements entered into between one or more of the Parties, each Party (Receiving Party) agrees to keep confidential the existence and terms of this document and not to disclose (in writing or otherwise) any information provided by (or on behalf of) another Party (Disclosing Party) in connection with the Potential Bid other than:</p> <ul style="list-style-type: none"> to the Receiving Party's related bodies corporate (and their respective directors, officers, employees, consultants, advisers, insurers, agents and actual or potential equity or debt financiers) on a confidential basis; or as required by any law (including any law in respect of directors' duties), or any requirement or request of any court, tribunal, authority, regulatory body or stock exchange provided that in such case the Receiving Party shall (to the extent practicable and legally permissible) use reasonable endeavours to consult with the Disclosing Party prior to making such disclosure; or with the prior written consent of the Disclosing Party. <p>The confidentiality restrictions set out in this paragraph 15 do not apply to information which: (a) is in or becomes part of the public domain other than as a</p>

	<p>result of a breach by the Receiving Party of this document; (b) was known to the Receiving Party (or its related body corporate) at the time of disclosure except as a result of a prior confidential disclosure by the Disclosing Party; (c) is disclosed to the Receiving Party (or its related body corporate) by any third party who is not known by the recipient of such information to be acting in breach of a confidentiality obligation owed to the Disclosing Party.</p> <p>No Party will make any public announcement in relation to the Potential Bid except:</p> <ul style="list-style-type: none"> • as may be required by law (including the requirements of any stock exchange); or • with the prior written consent of the other Parties. <p>Any party wishing to make a public announcement or disclosure permitted under this paragraph 16 must, to the extent it is reasonably practicable to do so, first consult with the other Parties as to the form and content of that announcement or disclosure.</p> <p>Each Party acknowledges that a copy of this document will be required to be disclosed to ASX within 2 business days after the date of this document.</p> <p>The Consortium will agree an engagement and communication plan with respect to any communications with the Target or its shareholders (other than 77VSV) by the Consortium in relation to the Potential Bid.</p> <p>During the term of this document (as set out in paragraph 16):</p> <ul style="list-style-type: none"> • the Consortium will not refer to CoreLogic in any written communications (other than written communications of an administrative or procedural nature) with the Target or its shareholders (other than 77VSV) in relation to the Potential Bid without CoreLogic's prior written consent; and • CoreLogic must not communicate with the Target or its shareholder (other than 77VSV) in relation to the Potential Bid without the prior written consent of the Consortium.
16. Term and termination	<p>This document (and the Parties' obligations under this document) commences on the date of execution and expires on the date nine months after the date of this document, or such other date agreed between the Parties.</p>
17. Document status	<p>Except for this paragraph 17 and the following provisions (which are intended to, and will, bind the Parties on and from the date of this document), this document constitutes a non-binding proposal and is not legally binding on the Parties:</p> <ul style="list-style-type: none"> • 7 (Decision making and conduct of Potential Bid) • 8 (Bid costs); • 9 (No breach of law); • 10 (Break fee); • 11 (Standstill); • 12 (Update sharing); • 13 (Exclusivity); • 14 (Representations and warranties); • 15 (Confidentiality); • 16 (Term); and • 19 (Governing law and other).

18. Counterparts	This document may be executed in counterparts. All executed counterparts constitute one document.
19. Governing law and other	<p>This document shall not be construed as creating a partnership or joint venture between the Parties.</p> <p>This document may not be varied except by a document in writing signed by each of the Parties.</p> <p>This document shall be governed and construed in accordance with the laws of New South Wales and each Party submits to the non-exclusive jurisdiction of the courts of New South Wales.</p>

Executed as an agreement:

The common seal of PIQ1 Pty Ltd ACN 608 629 509 was affixed in accordance with its constitution.



[Handwritten signature]

 Signature of director

[Handwritten signature]

 Signature of secretary/director

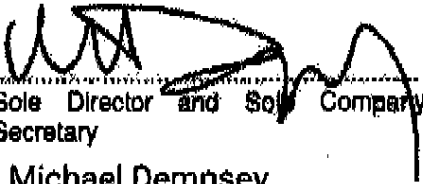
KIRK KIRK

 Name of director (in full)

DEAN FIRTH

 Name of secretary/director (in full)

Executed by 77 Victoria St Venture)
Pty Limited ACN 145 709 600 in its)
capacity as trustee for 77 Victoria St
Trust



Sole Director and Sole Company
Secretary

Michael Dempsey

Name of Sole Director and Sole
Company Secretary (print)

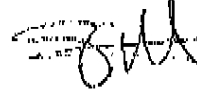
CONFIDENTIAL

Executed by RP Data Pty Ltd in)
accordance with the Corporations Act)
2001 (Cth)


.....
Company Secretary/Director

Craig MacKenzie

.....
Name of Company Secretary/Director
(print)


.....
Director

Graham Mirabito

.....
Name of Director (print)