



# VILLAGE ROADSHOW

## STRUCTURE A SCHEME NOW EFFECTIVE

**16 December 2020:** Village Roadshow Limited (ASX: VRL) ("VRL") confirms that an office copy of the order made on 15 December 2020 by the Federal Court of Australia ("Court") approving the Structure A Scheme has today been lodged with the Australian Securities and Investments Commission ("ASIC").

Accordingly, under section 411(10) of the *Corporations Act 2001* (Cth), the Structure A Scheme is now legally effective. Accompanying this announcement is an office copy of the Court's order as lodged with ASIC. The indicative timetable for the implementation of the Structure A Scheme is as set out in VRL's announcement of 15 December 2020.

This announcement has been authorised by VRL's ASX Communications Officer.

**For more information:**

Simon Phillipson  
Company Secretary  
+61 3 9281 1000



Federal Court of Australia

District Registry: Victoria

Division: General

No: VID597/2020

**IN THE MATTER OF VILLAGE ROADSHOW LIMITED  
ACN 010 672 054**

**VILLAGE ROADSHOW LIMITED ACN 010 672 054**  
Plaintiff

**ORDER**

**JUDGE:** JUSTICE MIDDLETON

**DATE OF ORDER:** 15 December 2020

**WHERE MADE:** Melbourne

**THE COURT ORDERS THAT:**

1. Pursuant to sections 411(4)(b) and 411(6) of the *Corporations Act 2001* (Cth) ('Act'), the Structure A Scheme of Arrangement between the Plaintiff and the Scheme Shareholders (as defined in the Structure A Scheme of Arrangement), the terms of which are set out in Annexure A to these Orders, is approved.
2. The Plaintiff lodge with the Australian Securities and Investments Commission a copy of the approved Structure A Scheme of Arrangement at the time of lodging an office copy of these Orders under section 411(10) of the Act.
3. Pursuant to section 411(12) of the Act, the Plaintiff is exempted from compliance with section 411(11) of the Act in relation to Order 1 above.
4. Pursuant to rule 39.34 of the *Federal Court Rules 2011* (Cth), these orders be entered forthwith.

**OTHER MATTERS:**

- A. The Court notes the letter dated 14 December 2020 from the Australian Securities and Investments Commission to MinterEllison, the solicitors for the Plaintiff, at Annexure 'BFO67' to the affidavit of Bernard Frederic Oude-Vrielink dated 15 December 2020.



- B. For the purposes of section 411(6) of the Act, the approved Structure A Scheme of Arrangement includes amendments to the definition of Cash Consideration from \$2.20 to \$3.00 per share, and to the definition of VRC Principals.

Date that entry is stamped: 15 December 2020

*Sia Lagos*  
Registrar



**Schedule**

No: VID597/2020

Federal Court of Australia

District Registry: Victoria

Division: General

Interested Person           BGH CAPITAL PTY LTD, VRG BIDCO PTY LIMITED and  
VRG HOLDCO LTD

Interested Person           VILLAGE ROADSHOW CORPORATION PTY LTD (ACN 004  
318 610)



**Annexure A**  
**Structure A Scheme of Arrangements**



# Structure A Scheme of Arrangement

Village Roadshow Limited ABN 43 010 672 054

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Scheme Shareholders

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Level 23 Rialto Towers 525 Collins Street  
Melbourne Vic 3000 Australia DX 204 Melbourne  
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[minterellison.com](http://minterellison.com)

**MinterEllison**



# Structure A - Scheme of Arrangement

Village Roadshow Limited ABN 43 010 672 054

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## Details

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

Between the parties

**Village Roadshow Limited** ABN 43 010 672 054 of Level 1, 500 Chapel Street, South Yarra, VIC 3141  
(VRL)

and

**Each Scheme Shareholder**



## Agreed terms

### 1. Defined terms & interpretation

#### 1.1 Definitions

In this Scheme, unless the context requires otherwise:

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited ACN 008 624 691, or as the context requires or permits, the financial market known as the Australian Securities Exchange operated by it.

**BGH** means BGH Capital Pty Ltd ACN 617 836 982.

**BidCo** means VRG Bidco Pty Limited ACN 642 862 422.

**Business Day** means a day that is not a Saturday, Sunday or a public holiday or bank holiday in Victoria, Australia.

**Cash Consideration** means \$3.00 for each Scheme Share.

**CHES** means the clearing house electronic subregister system of share transfers operated by ASX Settlement Pty Limited ABN 49 008 504 532.

**CHES Holding** has the meaning given in the Settlement Rules.

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

**Court** means the Federal Court of Australia (Victoria registry) or such other court of competent jurisdiction under the Corporations Act agreed in writing between VRL and VRC.

**Deed Poll** means the Structure A Scheme Deed Poll dated 7 October 2020 executed by VRL, VRC and HoldCo under which VRC and HoldCo among other things covenant in favour of the Scheme Shareholders to perform the actions attributed to them respectively under this Scheme.

**Delivery Time** means, in relation to the Second Court Date, two hours before the commencement of the hearing or, if the commencement of the hearing is adjourned, two hours before the commencement of the adjourned hearing, of the Court to approve this Scheme in accordance with section 411(4)(b) of the Corporations Act.

**Effective** means the coming into effect under section 411(10) of the Corporations Act of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Scheme.

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

**Election** means an election by a VRL Shareholder to receive either:

- (a) in relation to 50% of their Scheme Shares, Scheme Consideration in the form of HoldCo Shares and in relation to the remainder of their Scheme Shares, Scheme Consideration in the form of cash (such Election, **Partial Election**); or
- (b) in relation to 100% of their Scheme Shares, Scheme Consideration in the form of HoldCo Shares (such Election, **Maximum Election**).

**Election Date** means 5.00pm on 27 November 2020.

**Election Form** means a form issued by VRL for the purposes of a VRL Shareholder making an Election.

**End Date** means the 'End Date' determined in accordance with the Implementation Agreement.

**Excluded Shareholder** means:





- (a) VRC; or
- (b) a VRC Principal.

**Foreign Scheme Shareholder** means a Scheme Shareholder whose Registered Address is a place outside of:

- (a) Australia or its external territories; and
- (b) any other jurisdictions as may be agreed in writing by VRL and HoldCo,

(unless HoldCo determines (in its absolute discretion), that HoldCo is permitted to allot and issue HoldCo Shares to that Scheme Shareholder under this Scheme by the laws of that place either unconditionally or after compliance with conditions that HoldCo considers are not unduly onerous or impracticable).

**Governmental Agency** means, whether domestic or foreign, any government or representative of a state or federal government or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity and includes any minister, ASIC, ASX, the Takeovers Panel, the Foreign Investment Review Board and any regulatory organisation established under statute or any stock exchange or financial market.

**HoldCo** means VRG Holdco Limited ACN 642 854 313.

**HoldCo Share** means an ordinary fully paid share in the capital of HoldCo issued on terms of issue including those set out in the HoldCo Shareholders' Deed.

**HoldCo Shareholders' Deed** means the document titled Shareholders' Deed in relation to HoldCo dated on or about 9 October 2020 between HoldCo, the BGH Shareholders, the Participating Shareholders and the Other Shareholders (in each case as defined in the HoldCo Shareholders' Deed).

**Implementation Agreement** means the Implementation Agreement dated 6 August 2020 between VRL, VRC, HoldCo and BidCo.

**Implementation Date** means the fifth Business Day after the Record Date or such other Business Day after the Record Date agreed to in writing between the relevant parties to the Implementation Agreement.

**Issuer Sponsored Holding** has the meaning given in the Settlement Rules.

**Listing Rules** means the official listing rules of ASX as amended from time to time.

**Market Integrity Rules** means any rules made by ASIC under section 798G of the Corporations Act that apply to ASX or any other prescribed financial market on which VRL Shares are quoted.

**Nominee** has the meaning given in the HoldCo Shareholders' Deed.

**Nominee Deed** has the meaning given in the HoldCo Shareholders' Deed.

**Proxy Cut-Off Date** means the last day on which proxies must be lodged for the Scheme Meeting.

**Record Date** means 7.00pm on the second Business Day after the Effective Date or such other time and date agreed to in writing between VRL and BidCo.

**Registered Address** means, in relation to a VRL Shareholder, the address shown in the Share Register as at the Record Date.

**Regulatory Authority** means:

- (a) any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, tribunal, agency or entity;



- (b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; or
  - (c) any regulatory organisation established under statute,
- in Australia whether federal, state, territorial or local.

**Scheme** means this scheme of arrangement under Part 5.1 of the Corporations Act between VRL and the Scheme Shareholders, subject to any alterations or conditions that are:

- (a) agreed to in writing by VRL, VRC and BidCo, and approved by the Court; or
- (b) made or required by the Court under section 411(6) of the Corporations Act and agreed to by VRL and BidCo,

but does not include the HoldCo Shareholders' Deed.

**Scheme Consideration** in respect of a Scheme Shareholder means:

- (a) if:
  - (i) the Scheme Shareholder is not a Foreign Scheme Shareholder and has made a valid Election on or before the Election Date; and
  - (ii) the total number of Scheme Shares in respect of which Scheme Shareholders who are not Foreign Scheme Shareholders in aggregate have made valid Elections on or before the Election Date equals or exceeds the Share Floor but does not exceed the Share Cap,

then:

- (iii) if the Scheme Shareholder has made a Partial Election then, subject to paragraphs (b) and (c):
  - (A) one HoldCo Share for each Scheme Share held by the Scheme Shareholder in accordance with the Scheme Shareholder's Election; and
  - (B) the Cash Consideration multiplied by every Scheme Share held by the Scheme Shareholder that is not covered by the Scheme Shareholder's Election; or
- (iv) if the Scheme Shareholder has made a Maximum Election, then, subject to paragraphs (b) and (c), one HoldCo Share for each Scheme Share held by the Scheme Shareholder;

- (b) if:
  - (i) the Scheme Shareholder is not a Foreign Scheme Shareholder and has made a valid Election on or before the Election Date; and
  - (ii) the total number of Scheme Shares in respect of which Scheme Shareholders who are not Foreign Scheme Shareholders in aggregate have made valid Elections exceeds the Share Cap,

then:

- (iii) one HoldCo Share for the number of Scheme Shares calculated as:

$$(B/A) \times C,$$

where:

A = the number of Scheme Shares in respect of which Scheme Shareholders in aggregate have made valid Elections to receive HoldCo Shares on or before the Election Date;

B = the Share Cap; and



- C = if the Scheme Shareholder:
- (a) has made a Partial Election, the number of Scheme Shares in respect of which the Scheme Shareholder has made an Election to receive HoldCo Shares; or
  - (b) has made a Maximum Election, the number of Scheme Shares held by the Scheme Shareholder; and
- (iv) the Cash Consideration for each of the Scheme Shares held by the Scheme Shareholder less the number of Scheme Shares held by the Scheme Shareholder in respect of which HoldCo Shares are to be issued as calculated in accordance with paragraph (b)(iii); or
- (c) if:
- (i) the Scheme Shareholder is a Foreign Scheme Shareholder or has not made a valid Election on or before the Election Date; or
  - (ii) either:
    - (A) the total number of Scheme Shares in respect of which Scheme Shareholders who are not Foreign Scheme Shareholders in aggregate have made valid Elections to receive HoldCo Shares on or before the Election Date is less than the Share Floor; or
    - (B) Scheme Shareholders in aggregate have not made valid Elections to receive HoldCo Shares on or before the Election Date for any HoldCo Shares,

the Cash Consideration for every Scheme Share held by the Scheme Shareholder.

**Scheme Meeting** means the meeting of VRL Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under section 411(1) of the Corporations Act to consider and vote on this Scheme and includes any meeting convened following any adjournment or postponement of that meeting.

**Scheme Share** means a Share on issue as at the Record Date other than any Share then held by an Excluded Shareholder.

**Scheme Shareholder** means a person who holds one or more Scheme Shares.

**Second Court Date** means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving this Scheme is heard or scheduled to be heard or, if the application is adjourned for any reason, means the date on which the adjourned application is heard or scheduled to be heard.

**Settlement Rules** means the ASX Settlement Operating Rules.

**Share Cap** means 29,287,889 VRL Shares.

**Share Floor** means 9,762,630 VRL Shares.

**Share Register** means the register of members of VRL maintained in accordance with the Corporations Act.

**Structure A Ancillary Agreements** have the meaning given to that term in the Implementation Agreement.

**Subscription Agreement** has the meaning given to that term in the Implementation Agreement.

**Trust Account** means an Australian dollar denominated trust account operated by VRL as trustee for the benefit of Scheme Shareholders.

**VRC** means Village Roadshow Corporation Pty Ltd ABN 89 004 318 610.

**VRC Principals** means Robert Kirby, Graham Burke and John Kirby and includes those of their closely related parties as follows:





- (a) C&J Kirby Investments Pty Ltd (ACN 151 761 992);
- (b) GW Burke Investments Pty Ltd (ACN 602 447 058);
- (c) GWB Superannuation Pty Ltd (ACN 131 786 224);
- (d) JRK Retirement Nominees Pty Ltd (ACN 073 168 279);
- (e) RAB Superannuation Pty Ltd (ACN 131 795 769);
- (f) RGK Retirement Nominees Pty Ltd (ACN 073 168 297);
- (g) RGK Superannuation Pty Ltd (ACN 131 829 233); and
- (h) Robert Kirby Investments Pty Ltd (ACN 167 272 728).

**VRL Registry** means Computershare Investor Services Pty Ltd ACN 078 279 277 or any replacement provider of share registry services to VRL.

**VRL Share** means an issued fully paid ordinary share in the capital of VRL.

**VRL Shareholder** means a person who is registered in the register maintained by VRL under section 168(1) of the Corporations Act as a holder of one or more VRL Shares.

**VRL Shareholders' Deed** has the meaning given to the term "Structure B Shareholders Agreement" in the Implementation Agreement.

## 1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a clause or schedule is a reference to a clause of or schedule to this Scheme.
- (f) A reference to an **agreement** or **document** (including a reference to this Scheme) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Scheme or that other agreement or document, and includes, except to the extent this Scheme expressly provides otherwise the recitals, schedules and annexures to that agreement or document.
- (g) A reference to a party to this Scheme or an agreement or document includes the party's executors, administrators, successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.



- (k) A reference to **dollars** or **\$** is to Australian currency.
- (l) All references to time are to Melbourne, Australia time.
- (m) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (n) A word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act.
- (o) A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity.

### 1.3 Business Day

Where the day on or by which any act, matter or thing under this Scheme is to be done is not a Business Day, that act, matter or thing must be done on or by the next Business Day.

### 1.4 Listing requirements included as law

A listing rule or operating rule of a financial market and a Market Integrity Rule will be regarded as a law and a reference to legislation (as appropriate), and a reference to such a rule is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

## 2. Preliminary

### 2.1 VRL

- (a) VRL is a public company limited by shares, registered in Victoria and admitted to the official list of ASX.
- (b) The VRL Shares are officially quoted on ASX. As at the date of the Implementation Agreement 195,252,595 VRL Shares were on issue which are officially quoted on ASX.

### 2.2 VRC and HoldCo

- (a) VRC is a proprietary company limited by shares registered in Victoria.
- (b) HoldCo is a public company limited by shares registered in Victoria.
- (c) HoldCo is ultimately controlled by BGH and has been established for the purpose of the transactions under the Implementation Agreement. From the date of its incorporation to the date of the Implementation Agreement, HoldCo has not conducted any business and holds no material assets except for executing the Structure A Ancillary Agreements and the VRL Shareholders' Deed.

### 2.3 General

- (a) VRL, VRC and HoldCo have agreed by executing the Implementation Agreement to implement this Scheme subject to the terms and conditions of this Scheme.
- (b) This Scheme attributes actions to VRC and HoldCo but does not itself impose an obligation on them to perform those actions, as VRC and HoldCo are not a party to this Scheme. VRC and HoldCo have agreed, by executing the Deed Poll, to perform the actions attributed to them respectively under this Scheme (including the provision of the Scheme Consideration to the Scheme Shareholders subject to the terms and conditions of this Scheme) and (in the case of HoldCo) that it will procure that BidCo performs the obligations contemplated of it under the Structure A Ancillary Agreements.

### 2.4 Consequence of this Scheme becoming Effective

If this Scheme becomes Effective:

- (a) HoldCo will provide or procure the provision of the component of the Scheme Consideration that comprises HoldCo Shares to Scheme Shareholders in accordance with this Scheme;





- (b) subject to BidCo complying with its obligations under the Subscription Agreement (which HoldCo will procure), VRC will provide or procure the provision of the component of the Scheme Consideration that comprises Cash Consideration in accordance with this Scheme; and
- (c) all the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date, will be transferred to VRC, and VRL will enter VRC in the Share Register as the holder of the Scheme Shares with the result that VRL will become a wholly-owned subsidiary of VRC.

### 3. Conditions

- (a) This Scheme is conditional on, and will have no force or effect until, the satisfaction of each of the following conditions precedent:
  - (i) all the conditions precedent in clause 3.1 of the Implementation Agreement (other than the condition in clause 3.1(i) of the Implementation Agreement (Court approval)) having been satisfied or waived in accordance with the terms of the Implementation Agreement by no later than the Delivery Time on the Second Court Date;
  - (ii) neither the Implementation Agreement nor the Deed Poll having been terminated in accordance with their terms by no later than the Delivery Time on the Second Court Date;
  - (iii) approval of this Scheme by the Court under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act as are agreed to in writing by VRL and VRC;
  - (iv) such other conditions imposed by the Court under section 411(6) of the Corporations Act, as are agreed to in writing by VRL, VRC and HoldCo, having been satisfied; and
  - (v) the orders of the Court made under section 411(4)(b) (and if applicable section 411(6)) of the Corporations Act approving this Scheme coming into effect, pursuant to section 411(10) of the Corporations Act, on or before the End Date (or any later date VRL, VRC and HoldCo agree in writing).
- (b) The satisfaction of the conditions referred to in clause 3(a) of this document is a condition precedent to the operation of clauses 4.2 and 5.

### 4. Implementation

#### 4.1 Lodgement of Court orders

Subject to the Listing Rules, VRL must lodge with ASIC office copies of any Court orders under section 411(4)(b) (and if applicable section 411(6)) of the Corporations Act approving this Scheme as soon as reasonably practicable after the Court approves this Scheme and in any event no later than by 5.00pm on the first Business Day after the Court approves this Scheme.

#### 4.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to:
  - (i) the payment by VRL of the cash component of the Scheme Consideration in the manner contemplated by clause 5.4(d); and
  - (ii) HoldCo confirming in writing to VRL by no later than 12 noon (or such later time as HoldCo and VRL may agree) on the Implementation Date that the HoldCo Shares



component of the Scheme Consideration (if any) has been provided in the manner contemplated by clause 5.4(c),

the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date, will be transferred to VRC, without the need for any further act by any Scheme Shareholder (other than acts performed by VRL or its officers as agent and attorney of the Scheme Shareholders under clause 8.6 or otherwise), by:

- (iii) VRL delivering to VRC a duly completed and executed share transfer form to transfer all the Scheme Shares to VRC, executed on behalf of the Scheme Shareholders by VRL; and
  - (iv) VRC duly executing such transfer form and delivering it to VRL for registration; and
- (b) immediately after receipt of the transfer form in accordance with clause 4.2(a)(iv), VRL must enter, or procure the entry of, the name of VRC in the Share Register in respect of the Scheme Shares transferred to VRC in accordance with this Scheme.

## 5. Scheme Consideration

### 5.1 Amount of Scheme Consideration

Each Scheme Shareholder is entitled to receive the Scheme Consideration.

### 5.2 Election procedure

- (a) Each VRL Shareholder other than an Excluded Shareholder or Foreign Scheme Shareholder will be entitled to make an Election. All Elections will take effect in accordance with this Scheme to the extent that any VRL Shareholder who makes an Election qualifies as a Scheme Shareholder.
- (b) A VRL Shareholder which makes an Election may vary, withdraw or revoke that Election by lodging a replacement Election Form, subject to that replacement Election Form being received on or before the Election Date.
- (c) An Election must be made in accordance with the terms and conditions of the Election Form and this clause 5.2, and an Election not so made will not be a valid election for the purpose of this Scheme and will not be recognised by VRC or VRL for any purpose (provided that VRC may, with the agreement of VRL, waive this requirement and may, with the agreement of VRL, settle as it thinks fit any difficulty, matter of interpretation or dispute which may arise in connection with determining the validity of any Election, and any such decision will be conclusive and binding on VRC, VRL and the relevant Scheme Shareholder).
- (d) Clause 5.3 will apply to any VRL Shareholder who purports to make an Election but who qualifies as a Foreign Scheme Shareholder.
- (e) Subject to clause 5.2(f), if a VRL Shareholder makes a valid Election, that Election will be deemed to apply in respect of the VRL Shareholder's registered holding of VRL Shares at the Record Date, regardless of whether the VRL Shareholder's holding of VRL Shares at the Record Date is greater or less than the VRL Shareholder's holding at the time it made its Election.
- (f) A VRL Shareholder who is noted on the Share Register as holding one or more parcels of VRL Shares as trustee or nominee for, or otherwise on account of, another person, may make separate Elections under this clause 5.2 in relation to each of those parcels of VRL Shares (subject to it providing to VRC and VRL any substantiating information they reasonably require), and if it does so it will be treated as a separate VRL Shareholder in respect of each such parcel in respect of which a separate Election is made (and in respect of any balance of its holding), provided that if, at the Record Date, it holds fewer VRL Shares than it held at the time it made the Election, then, unless it has at the time of any sale of VRL Shares notified VRL whether the VRL Shares sold relate to any such separate Election (and if so which separate Election the VRL Shares sold relate to), it will be treated as not having made a valid Election in respect of any of its VRL Shares (or will be treated in any other manner that VRC and VRL agree is fair to the VRL Shareholder in all the circumstances acting reasonably).

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### 5.3 Foreign Scheme Shareholders

HoldCo will be under no obligation to issue, and must not issue, any HoldCo Shares under the Scheme to Foreign Scheme Shareholders.

### 5.4 Provision of Scheme Consideration

- (a) The obligation of VRC to provide the Cash Consideration under this Scheme and the Deed Poll will be satisfied by VRC, no later than the Business Day before the Implementation Date, depositing in cleared funds into the Trust Account an amount equal to the aggregate amount of the Cash Consideration payable to Scheme Shareholders, who are entitled to the Cash Consideration under this Scheme, such amount to be held by VRL on trust for the Scheme Shareholders and for the purpose of sending the aggregate amount of the Cash Consideration to the Scheme Shareholders (except that any interest on the amount will be for the account of VRC).
- (b) VRC's obligation under clause 5.4(a) will be subject to BidCo complying with its obligations under the Subscription Agreement (which HoldCo will procure).
- (c) HoldCo must before 12 noon (or such later time as HoldCo and VRL may agree) on the Implementation Date procure that, at HoldCo's absolute discretion, either:
  - (i) the name of each Scheme Shareholder (if any) entitled to receive HoldCo Shares under this Scheme is entered in HoldCo's register of members as the holder of those HoldCo Shares (having the same holding name and address and other details as the holding of the relevant Scheme Shares); or
  - (ii) the name of the Nominee is entered in HoldCo's register of members as the holder of those HoldCo Shares, pursuant to and in accordance with the HoldCo Shareholders' Deed for the Nominee to hold on bare trust for the Scheme Shareholders or a trustee, who will in turn hold the HoldCo Shares on bare trust for the Scheme Shareholders, with the trust arrangements being in accordance with the HoldCo Shareholders' Deed and the Nominee Deed (such that the Scheme Shareholders will be beneficial holders but not the legal holders of the HoldCo Shares).
- (d) On the Implementation Date and subject to funds having been deposited in accordance with clause 5.4(a), VRL must pay or procure the payment of the Cash Consideration to each Scheme Shareholder who is entitled to the Cash Consideration under this Scheme from the Trust Account by doing any of the following at its election:
  - (i) sending (or procuring the VRL Registry to send) it to the Scheme Shareholder's Registered Address by cheque (in the name of that Scheme Shareholder) in Australian currency drawn out of the Trust Account; or
  - (ii) depositing (or procuring the VRL Registry to deposit) it into an account with any Australian ADI (as defined in the Corporations Act) notified to VRL (or the VRL Registry) by an appropriate authority from the Scheme Shareholder.
- (e) In the event that:
  - (i) a Scheme Shareholder does not have a Registered Address and no account has been notified in accordance with clause 5.4(d)(ii) or a deposit into such an account is rejected or refunded; or
  - (ii) a cheque issued under this clause 5 has been cancelled in accordance with clause 5.8(a),

VRL as the trustee for the Scheme Shareholders may credit the amount payable to the relevant Scheme Shareholder to a separate bank account of VRL (**Separate Account**) to be held until the Scheme Shareholder claims the amount or the amount is dealt with under the *Unclaimed Money Act 2008* (Vic). To avoid doubt, if the amount is not credited to a Separate Account, the amount will continue to be held in the Trust Account until the Scheme Shareholder claims the amount or the amount is dealt with under *Unclaimed Money Act 2008* (Vic). Until such time as the amount is dealt with under *Unclaimed Money*





*Act 2008 (Vic)*, VRL must hold the amount on trust for the relevant Scheme Shareholder, but any interest or other benefit accruing from the amount will be to the benefit of VRC. An amount credited to the Separate Account or Trust Account (as applicable) is to be treated as having been paid to the Scheme Shareholder when credited to the Separate Account or Trust Account (as applicable). VRL must maintain records of the amounts paid, the people who are entitled to the amount and any transfers of the amounts.

- (f) On or before the date that is five Business Days after the Implementation Date, HoldCo must send or procure the sending of a certificate to each Scheme Shareholder entitled to receive HoldCo Shares under this Scheme or the Nominee, reflecting the issue of such HoldCo Shares.
- (g) To the extent that, following satisfaction of VRL's obligations under clause 5.2(d), there is a surplus in the amount held in the Trust Account, that surplus may be paid by VRL to VRC.

#### 5.5 Foreign resident capital gains withholding

- (a) If VRC determines, having regard to legal advice, that VRC or HoldCo are either:
  - (i) required by law to withhold any amount from a payment or an issue of HoldCo Shares (or a combination) to a Scheme Shareholder; or
  - (ii) liable to pay an amount to the Commissioner of Taxation under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) in respect of the acquisition of Scheme Shares from a Scheme Shareholder,  
(either of the above being the **Relevant Amount**),then VRC or HoldCo (as applicable) is entitled to:
  - (iii) withhold the Relevant Amount before making the payment or issuing the HoldCo Shares to the Scheme Shareholder (as applicable); and
  - (iv) where the Scheme Consideration consist of only HoldCo Shares (i.e. there is no Cash Consideration), or where paragraph (b) of the definition of "Scheme Consideration" applies and the application of clause 5.5(a)(ii) does not fully satisfy the Relevant Amount, reduce the number of HoldCo Shares issued by a number calculated by the following factor, RA/VS, rounded up to the nearest whole number of HoldCo Shares, where:
    - (A) RA means the Relevant Amount or the amount of the Relevant Amount not satisfied after the application of clause 5.5(a)(ii); and
    - (B) VS means the value (as reasonably assessed by HoldCo) of one HoldCo Share; and
  - (v) where the Scheme Consideration is a combination of Cash Consideration and HoldCo Shares, first withhold the Relevant Amount from any Cash Consideration, and payment of the reduced amount or issue of the reduced number of HoldCo Shares (or a combination) and payment of the Relevant Amount to the relevant taxation authority pursuant to clause 5.5(b) shall be taken to be full payment of the Relevant Amount for the purposes of this Scheme, including clause 5.4.
- (b) VRC or HoldCo must pay any Relevant Amount so withheld to the relevant taxation authority within the time permitted by law, and, if requested in writing by the relevant Scheme Shareholder, provide a receipt or other appropriate evidence (or procure the provision of such receipt or other evidence) of such payment to the relevant Scheme Shareholder.

#### 5.6 Joint holders

In the case of Scheme Shares held in joint names:

- (a) any HoldCo Shares comprised in the Scheme Consideration are to be registered in the names of the joint holders or, if these HoldCo Shares are issued to the Nominee to hold as bare trustee for the joint holders, the joint holders will have joint beneficial ownership of those HoldCo Shares;



- (b) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent at the sole discretion of VRL, either to the holder whose name appears first in the Share Register as at the Record Date or to the joint holders; and
- (c) any other document required to be sent under this Scheme, will be forwarded, at the sole discretion of VRL, either to the holder whose name appears first in the Share Register as at the Record Date or to the joint holders.

#### 5.7 Fractional entitlements

Where the calculation of the Scheme Consideration to be provided to a Scheme Shareholder (or Nominee on behalf of a Scheme Shareholder) would result in the Scheme Shareholder becoming entitled to a fraction of a cent or a fraction of a HoldCo Share, that fractional entitlement will be rounded down to the nearest whole cent or HoldCo Share as the case may be.

#### 5.8 Unclaimed monies

- (a) VRL may cancel a cheque sent under this clause 5 if the cheque:
  - (i) is returned to VRL; or
  - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 11 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to VRL (or the Share Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), VRL must reissue a cheque that was previously cancelled under clause 5.8(a).
- (c) The *Unclaimed Money Act 2008 (Vic)* will apply in relation to any Scheme Consideration which becomes "unclaimed money" (as defined in section 3 of the *Unclaimed Moneys Act 2008 (Vic)*).
- (d) Any interest or other benefit accruing from unclaimed Scheme Consideration will be to the benefit of VRC.

#### 5.9 Status of HoldCo Shares

Subject to this Scheme becoming Effective, HoldCo must:

- (a) issue (or procure the issue of) the HoldCo Shares required to be issued under this Scheme on terms such that each such HoldCo Share will rank equally in all respects with each other HoldCo Share then on issue; and
- (b) ensure that each HoldCo Share required to be issued under this Scheme is duly issued and is fully paid and free from any mortgage, charge, lien, encumbrance or other security interest (except for any lien arising under the constitution of HoldCo or any security interest under the Subscription Agreement).

#### 5.10 Order of a court or Regulatory Authority

If:

- (a) written notice is given to VRL (or the Share Registry) of an order or direction made by a court of competent jurisdiction or by another Regulatory Authority that requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder by VRL in accordance with this clause 5, then VRL may procure that payment is made in accordance with that order or direction; or
- (b) written notice is given to VRL (or the Share Registry) of an order or direction made by a court of competent jurisdiction or by another Regulatory Authority that prevents VRL from making a payment to any particular Scheme Shareholder in accordance with clause 5.4(d), or such payment is otherwise prohibited by applicable law, VRL may retain an amount equal to the number of Scheme Shares held by that Scheme Shareholder for which Cash Consideration is payable multiplied by the applicable Cash Consideration to

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be paid as a portion of the Scheme Consideration until such time as payment in accordance with this clause 5 is permitted by that order or direction or otherwise by law, and the payment or retention by VRL (or the Share Registry) will constitute the full discharge of VRL's obligations under clause 5.4(d) with respect of the amount so paid or retained until, in the case of clause 5.10(b), it is no longer required to be retained.

#### 5.11 Definition of *sending*

For the purposes of clause 5, the expression *sending* means, in relation to each Scheme Shareholder:

- (a) sending by ordinary pre-paid post or courier to the Registered Address of that Scheme Shareholder as at the Record Date; or
- (b) delivery to the Registered Address of that Scheme Shareholder as at the Record Date by any other means at no cost to the recipient.

### 6. Dealings in VRL Shares

#### 6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in VRL Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Share Register as the holder of the relevant VRL Shares on or before 7.00pm on the Record Date; and
- (b) in all other cases, registrable transmission applications or transfers in respect of those dealings are received on or before 5.00pm on the day on which the Record Date occurs at the place where the Share Register is kept,

and VRL will not accept for registration, nor recognise for any purpose (except a transfer to VRC under this Scheme and any subsequent transfer by VRC or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

#### 6.2 Register

- (a) **(Registration of transfers)** VRL must register registrable transmission applications or transfers of the kind referred to in clause 6.1(b) by or as soon as reasonably practicable after the Record Date (provided that for the avoidance of doubt nothing in this clause 6.2 requires VRL to register a transfer that would result in a VRL Shareholder holding a parcel of VRL Shares that is less than a 'marketable parcel' (as defined in the Settlement Rules)).
- (b) **(No registration after Record Date)** VRL will not accept for registration or recognise for any purpose any transmission application or transfer in respect of VRL Shares received after 5.00pm on the day on which the Record Date occurs, other than to VRC in accordance with this Scheme and any subsequent transfer by VRC or its successors in title.
- (c) **(Maintenance of Share Register)** For the purpose of determining entitlements to the Scheme Consideration, VRL must maintain the Share Register in accordance with the provisions of this clause until the Scheme Consideration has been delivered to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) **(No disposal after Record Date)** From the Record Date until registration of VRC in respect of all Scheme Shares under clause 4, no VRL Shareholder (other than Excluded Shareholders) may dispose or otherwise deal with VRL Shares (or purport to do so) in any way except as set out in this Scheme and any attempt to do so will have no effect and VRL shall be entitled to disregard any such disposal or dealing.



- (e) **(Statements of holding from Record Date)** All statements of holding for VRL Shares will cease to have effect from the Record Date as documents of title in respect of those shares (other than statements of holding in favour of any Excluded Shareholders). As from the Record Date, each entry current at that date on the Share Register (other than entries in respect of any Excluded Shareholder) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the VRL Shares relating to that entry.
- (f) **(Provision of Scheme Shareholder details)** As soon as practicable on or after the Record Date and in any event within one Business Day after the Record Date, VRL will ensure that details of the names, Registered Addresses and holdings of VRL Shares for each Scheme Shareholder are available to VRC in the form VRC reasonably requires.

## 7. Suspension and delisting

- (a) VRL will apply to ASX to suspend trading on the ASX in VRL Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by VRC, and to take effect only after the transfer of the Scheme Shares has been registered in accordance with clause 4.2(b), VRL will apply:
  - (i) for termination of the official quotation of VRL Shares on ASX; and
  - (ii) to have itself removed from the official list of ASX.

## 8. General Scheme provisions

### 8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) VRL may, by its counsel or solicitors, consent on behalf of all persons concerned to those alterations or conditions to which BidCo has consented in writing; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions to which counsel for VRL has consented.

### 8.2 Binding effect of Scheme

This Scheme binds VRL and all Scheme Shareholders (including those who did not attend the Scheme Meeting, those who did not vote at that meeting, or voted against this Scheme at that meeting) and, to the extent of any inconsistency, overrides the constitution of VRL.

### 8.3 Scheme Shareholders' agreements and acknowledgment

Each Scheme Shareholder:

- (a) agrees to the transfer of their VRL Shares together with all rights and entitlements attaching to those VRL Shares in accordance with this Scheme;
- (b) who holds their Shares in a CHESS Holding agrees to the conversion of those Shares to an Issuer Sponsored Holding and irrevocably authorises VRL to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion;
- (c) agrees to any variation, cancellation or modification of the rights attached to their VRL Shares constituted by or resulting from this Scheme;
- (d) agrees to, on the direction of VRC, destroy any holding statements or share certificates relating to their VRL Shares;
- (e) to the extent they are to receive HoldCo Shares as a component of the Scheme Consideration to which they are entitled, agrees to become a shareholder of HoldCo,





have, subject to clause 8.3(f), their name and address entered in HoldCo's register of members (and other details as the holding of the relevant Scheme Shares), and to be bound by its constitution and the HoldCo Shareholders' Deed;

- (f) to the extent they are to receive HoldCo Shares as a component of the Scheme Consideration to which they are entitled and the HoldCo Shares are issued to the Nominee to hold as bare trustee for them or a trustee, who will in turn hold as bare trustee for them, (with the trust arrangements being in accordance with the HoldCo Shareholders' Deed' and the Nominee Deed) agrees to be bound by the HoldCo Shareholders' Deed and the Nominee Deed; and
- (g) acknowledges and agrees that this Scheme binds VRL and all Scheme Shareholders (including those who did not attend the Scheme Meeting or did not vote at that meeting or voted against this Scheme at that Scheme Meeting).

#### 8.4 Warranties by Scheme Shareholders

- (a) Each Scheme Shareholder is deemed to have warranted to VRL, in its own right and for the benefit of VRC, that as at the Implementation Date:
  - (i) all of its VRL Shares which are transferred to VRC under this Scheme, including any rights and entitlements attaching to those VRL Shares, will, at the time of transfer, be free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any "security interests" within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind;
  - (ii) all of its VRL Shares which are transferred to VRC under this Scheme will, on the date on which they are transferred to VRC, be fully paid;
  - (iii) it has full power and capacity to transfer its VRL Shares to VRC together with any rights attaching to those shares; and
  - (iv) it has no existing right to be issued any VRL Shares, options exercisable into VRL shares, VRL convertible notes or any other VRL securities.
- (b) VRL undertakes that it will provide the warranties in clause 8.4(a) to VRC as agent and attorney of each Scheme Shareholder.

#### 8.5 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attached to Scheme Shares) transferred under this Scheme will be transferred free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any "security interests" within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind.
- (b) On and from the Implementation Date, subject to the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 5.4(c) and 5.4(d), VRC will be beneficially entitled to the Scheme Shares transferred to it under this Scheme pending registration by VRL of VRC in the Share Register as the holder of the Scheme Shares.

#### 8.6 Authority given to VRL

- (a) Scheme Shareholders will be deemed to have authorised VRL to do and execute all acts, matters, things and documents on the part of each Scheme Shareholder necessary for or incidental to the implementation of this Scheme, including executing and delivering, as agent and attorney of each Scheme Shareholder:



- (i) a share transfer or transfers in relation to Scheme Shares as contemplated by clause 4.2;
  - (ii) any deed or document required by VRL, VRC or HoldCo that causes each Scheme Shareholder entitled to HoldCo Shares to be bound by the HoldCo Shareholders' Deed, the Nominee Deed and constitution of HoldCo;
  - (iii) if the aggregate of:
    - (A) the total number of holders of HoldCo Shares; and
    - (B) the total number of expected holders of other classes of shares in HoldCo, would, in VRC's reasonable opinion, exceed 50, any transfer of HoldCo Shares issued to a Scheme Shareholder to the Nominee as deemed necessary by HoldCo for the Nominee to hold on bare trust in accordance with the HoldCo Shareholders' Deed and the Nominee Deed (such that the Scheme Shareholders affected by such transfer will be beneficial holders but not the legal holders of the HoldCo Shares); and
  - (iv) any deed or document required by VRL, VRC or HoldCo that causes each Scheme Shareholder issued HoldCo Shares under this Scheme to be bound by the constituent documents of any trust for the Scheme Shareholder referred to in clause 8.6(a)(iii).
- (b) Each Scheme Shareholder, without the need for any further act, irrevocably appoints VRL and all of its directors, secretaries and officers (jointly and severally) as its attorney and agent for the purpose of:
- (i) on the Effective Date, enforcing the Deed Poll against VRC and HoldCo and VRL accepts such appointment; and
  - (ii) on the Implementation Date, executing any document necessary to give effect to this Scheme including, a proper instrument of transfer of its Scheme Shares for the purposes of section 1071B of the Corporations Act which may be a master transfer of all the Scheme Shares and VRL accepts such appointment.

#### 8.7 Appointment of sole proxy

Immediately after the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 5.4(c) and 5.4(d) until VRL registers VRC as the holder of all VRL Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed VRC as its attorney and agent (and directed VRC in such capacity) to appoint an officer or agent nominated by VRC as its sole proxy and, where applicable, corporate representative to attend shareholders' meetings of VRL, exercise the votes attaching to the Scheme Shares registered in its name and sign any shareholders' resolution;
- (b) undertakes not to otherwise attend Shareholders' meetings, exercise the votes attaching to Scheme Shares registered in their names or sign or vote on any resolutions (whether in person, by proxy or by corporate representative) other than pursuant to clause 8.7(a);
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as VRC reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.7(a), VRC and any officer or agent nominated by VRC under clause 8.7(a) may act in the best interests of VRC as the intended registered holder of the Scheme Shares.

#### 8.8 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Regulatory Authority), all instructions, notifications or elections by a Scheme Shareholder to VRL binding or deemed binding between the Scheme Shareholder and VRL relating to VRL or VRL Shares (including any email addresses, instructions relating to communications from VRL, whether dividends are to be paid by cheque or into a specific bank account, notices of meetings or other communications from VRL) will be deemed from the Implementation Date (except to the

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extent determined otherwise by VRC and HoldCo (as applicable) and in their sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to VRC and HoldCo (as applicable), and will be accepted by VRC and HoldCo (as applicable) until that instruction, notification or election is revoked or amended in writing addressed to VRC or HoldCo (as applicable) at the relevant registry, provided that any such instructions or notifications accepted by HoldCo will apply to and in respect of the issue of HoldCo Shares as part of the Scheme Consideration only to the extent that they are not inconsistent with the other provisions of the Scheme.

## 9. General

### 9.1 Stamp duty

VRC must pay all stamp duty payable in connection with the transfer of the Scheme Shares to VRC pursuant to this Scheme.

### 9.2 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this document is sent by post to VRL, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at VRL's registered office or at the office of the VRL Registry.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any Shareholder may not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

### 9.3 Further assurances

- (a) VRL must do anything necessary (including executing agreements and documents) or incidental to give full effect to this Scheme and the transactions contemplated by it.
- (b) Each Scheme Shareholder consents to VRL doing all things necessary or incidental to give full effect to this Scheme and the transactions contemplated by it.

### 9.4 Governing law and jurisdiction

- (a) This Scheme is governed by the laws of Victoria.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme.

### 9.5 No liability when acting in good faith

None of VRC, BidCo or HoldCo, nor any of their respective directors, officers, secretaries or employees, will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.