

SCHEME OF ARRANGEMENT LEGALLY EFFECTIVE

Further to recent announcements in relation to the Scheme, Oakton Limited (ASX:OKN) (**Oakton**) confirms that an office copy of the order made by the Supreme Court of Victoria on 7 November 2014 approving the scheme of arrangement between Oakton and its ordinary shareholders (**Scheme**) was lodged with ASIC today.

Accordingly, pursuant to section 411(10) of the Corporations Act, the Scheme is now legally effective. Accompanying this announcement is a copy of the Court's order as lodged with ASIC. The indicative timetable for the implementation of the Scheme is as set out in Oakton's announcement of 7 November 2014.

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**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
REDCREST CORPORATIONS LIST**

No. S ECI 2014 000075

**IN THE MATTER OF OAKTON LIMITED
ACN 007 028 711**

**OAKTON LIMITED
ACN 007 028 711**



Plaintiff

GENERAL FORM OF ORDER

JUDGE: The Honourable Justice Ferguson

DATE MADE: 7 November 2014

ORIGINATING PROCESS: Originating Process filed 2 September 2014

HOW OBTAINED: On return of the Originating Process filed 2 September 2014

APPEARANCES: Mr G. J. Ahern of Counsel for the Plaintiff

OTHER MATTERS: The Court noted that a statement dated 7 November 2014 had been given by the Australian Securities and Investments Commission in accordance with section 411(17)(b) of the *Corporations Act* 2001 (Cth).

THE COURT ORDERS THAT:

1. The scheme of arrangement in this proceeding, the terms of which are set out in Schedule A to this Order, is hereby approved pursuant to section 411(4)(b) of the *Corporations Act* 2001 (Cth).
2. The Plaintiff be exempted pursuant to section 411(12) of the *Corporations Act* 2001 (Cth) from compliance with section 411(11) of the *Corporations Act* 2001 (Cth) in relation to the scheme of arrangement.



AND THE COURT DIRECTS THAT:

3. The solicitors for the Plaintiff draw up this Order and that it be signed by the Honourable Justice Ferguson pursuant to rule 60.02(2) of the *Supreme Court (General Civil Procedure) Rules 2005*.



The Honourable Justice Ferguson

Dated: 7 November 2014

Schedule A

Scheme of Arrangement

Oakton Limited ABN 50 007 028 711
Scheme Shareholders

MinterEllison

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Details

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

Between the parties

Oakton Limited ABN 50 007 028 711 of Level 8, 271 Collins Street, Melbourne, Victoria 3000

and

Each Scheme Shareholder

1. Definitions and 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.

Business Day means a business day as defined in the Listing Rules.

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

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

Court means the Supreme Court of Victoria or such other court of competent jurisdiction under the Corporation Act agreed in writing between Oakton and Dimension Data.

Deed Poll means the deed poll dated 22 September 2014 executed by Dimension Data under which Dimension Data covenants in favour of the Scheme Shareholders to perform the actions attributed to it under this Scheme.

Delivery Time means, in relation to the Second Court Date, 2 hours before the commencement of the hearing or, if the commencement of the hearing is adjourned, the commencement of the adjourned hearing, of the Court to approve this Scheme in accordance with section 411(4)(b) of the Corporations Act.

Dimension Data means Dimension Data Australia Pty Limited ACN 003 371 239.

Dimension Data Group means Dimension Data and each of its Subsidiaries (excluding, at any time, Oakton and its Subsidiaries to the extent that Oakton and its Subsidiaries are subsidiaries of Dimension Data at that time). A reference to a **member of the Dimension Data Group** or a **Dimension Data Group Member** is a reference to Dimension Data or any such Subsidiary.

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.

End Date means the 'End Date' determined in accordance with the Scheme Implementation Deed.

Excluded Shareholder means any person who:

- (a) is registered in the register maintained by Oakton under section 168(1) of the Corporations Act as a holder of one or more Shares; and
- (b) is a member of the Dimension Data Group.

Implementation Date means the fifth Business Day after the Record Date or such other date after the Record Date agreed to in writing between Oakton and Dimension Data.

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

Oakton Final Dividend means a cash dividend, not exceeding \$0.04 cents per Share, to be paid by Oakton (in its absolute discretion) with or without declaration between the date of the Scheme Implementation Deed and the Implementation Date in respect of the year ended 30 June 2014 and which is not franked in excess of the then available franking credits of Oakton.

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

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

Option means an option granted by Oakton to acquire by way of issue one or more Shares but does not include a Performance Right.

Performance Right means a right granted under Oakton's executive performance rights plan to acquire by way of issue or transfer one or more Shares subject to the terms of such plan but does not include an Option.

Record Date means 7.00pm on the fifth Business Day after the Effective Date or such other time and date agreed to in writing between Oakton and Dimension Data.

Registered Address means, in relation to a Oakton 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 Oakton and the Scheme Shareholders, subject to any alterations or conditions agreed between Oakton and Dimension Data and approved by the Court or any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to by Oakton and Dimension Data.

Scheme Consideration means, in respect of each Scheme Share held by a Scheme Shareholder, \$1.90 per Share.

Scheme Implementation Deed means the scheme implementation deed dated 11 August 2014 between Oakton and Dimension Data.

Scheme Meeting means the meeting of Oakton 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 means an issued fully paid ordinary share in the capital of Oakton.

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

Subsidiary has the meaning given to that term in section 46 of the Corporations Act.

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

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 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 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** and **\$** 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 reference to, an **officer** or subsidiary is to that term as it is defined in the Corporations Act.

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 business rule of a financial market will be regarded as a law, 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 Oakton

- (a) Oakton is a public company limited by shares, registered in Victoria and admitted to the official list of ASX.
- (b) The Shares are officially quoted on ASX. As at 29 September 2014:
 - (i) 89,990,235 Shares were on issue which are officially quoted on ASX;
 - (ii) 512,500 Options were on issue which are not quoted on any financial market; and
 - (iii) 2,009,491 Performance Rights were on issue which are not quoted on any financial market.

2.2 Dimension Data

Dimension Data is a proprietary company limited by shares registered in New South Wales, Australia.

2.3 General

- (a) Oakton and Dimension Data have agreed by executing the Scheme Implementation Deed to implement this Scheme.
- (b) This Scheme attributes actions to Dimension Data but does not itself impose an obligation on it to perform those actions, as Dimension Data is not a party to this Scheme. Dimension Data has agreed, by executing the Deed Poll, to perform the actions attributed to it under this Scheme, including the provision of the Scheme Consideration to the Scheme Shareholders.

2.4 Consequence of this Scheme becoming Effective

If this Scheme becomes Effective:

- (a) Dimension Data will provide or procure the provision of the Scheme Consideration to Scheme Shareholders in accordance with this Scheme; and

- (b) all the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares, will be transferred to Dimension Data, and Oakton will enter Dimension Data in the Share Register as the holder of the Scheme Shares with the result that Oakton will become a wholly-owned subsidiary of Dimension Data.

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 Scheme Implementation Deed (other than the condition in clause 3.1(i) of the Scheme Implementation Deed (Court approval)) having been satisfied or waived in accordance with the terms of the Scheme Implementation Deed by no later than the Delivery Time on the Second Court Date;
 - (ii) neither the Scheme Implementation Deed 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 Oakton and Dimension Data;
 - (iv) such other conditions imposed by the Court under section 411(6) of the Corporations Act, as are acceptable to the parties, 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 the Scheme coming into effect, pursuant to section 411(10) of the Corporations Act, on or before the End Date (or any later date Oakton and Dimension Data 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 and 5.

4. Implementation

4.1 Lodgement of Court orders

Oakton 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 possible 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 the payment by Oakton of the Scheme Consideration in the manner contemplated by clause 5.2(b), the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date, will be transferred to Dimension Data, without the need for any further act by any Scheme Shareholder (other than acts performed by Oakton or its officers as agent and attorney of the Scheme Shareholders under clause 8.6 or otherwise), by:

- (i) Oakton delivering to Dimension Data a duly completed and executed share transfer form to transfer all the Scheme Shares to Dimension Data, executed on behalf of the Scheme Shareholders by Oakton; and
 - (ii) Dimension Data duly executing such transfer form and delivering it to Oakton for registration; and
- (b) immediately after receipt of the transfer form in accordance with clause 4.2(a)(ii), Oakton must enter, or procure the entry of, the name of Dimension Data in the Share Register in respect of the Scheme Shares transferred to Dimension Data 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 Payment of Scheme Consideration

- (a) Dimension Data must, by no later than the Business Day before the Implementation Date, deposit in cleared funds into the Trust Account an amount equal to the aggregate amount of the total Scheme Consideration payable to all Scheme Shareholders, such amount to be held by Oakton on trust for the Scheme Shareholders and for the purpose of sending the aggregate Scheme Consideration to the Scheme Shareholders (except that any interest on the amount will be for the account of Dimension Data).
- (b) On the Implementation Date and subject to funds having been deposited in accordance with clause 5.2(a), Oakton must pay or procure the payment of the Scheme Consideration to each Scheme Shareholder from the Trust Account by doing any of the following at its election:
 - (i) sending (or procuring the Oakton Registry to send) it to the Scheme Shareholder's Registered Address by cheque in Australian currency drawn out of the Trust Account; or
 - (ii) depositing (or procuring the Oakton Registry to deposit) it into an account with any Australian ADI (as defined in the Corporations Act) notified to Oakton (or the Oakton Registry) by an appropriate authority from the Scheme Shareholders.
- (c) To the extent that, following satisfaction of Oakton's obligations under clause 5.2(b), there is a surplus in the amount held in the Trust Account, that surplus may be paid by Oakton to Dimension Data.

5.3 Joint holders

In the case of Scheme Shares held in joint names:

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

5.4 Fractional entitlements

Where the calculation of the Scheme Consideration to be paid to a Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, that fractional entitlement will be rounded down to the nearest whole cent.

5.5 Unclaimed monies

- (a) Oakton may cancel a cheque sent under this clause 5 if the cheque:
 - (i) is returned to Oakton; 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 Oakton (or the Share Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), Oakton must reissue a cheque that was previously cancelled under clause 5.5(a).
- (c) The *Unclaimed Moneys 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)).

5.6 Order of a court or Regulatory Authority

If:

- (a) written notice is given to Oakton (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 Oakton in accordance with this clause 5, then Oakton may procure that payment is made in accordance with that order or direction; or
- (b) written notice is given to Oakton (or the Share Registry) of an order or direction made by a court of competent jurisdiction or by another Regulatory Authority that prevents Oakton from making a payment to any particular Scheme Shareholder in accordance with clause 5.2(b), or such payment is otherwise prohibited by applicable law, Oakton may retain an amount equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by 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 Oakton (or the Share Registry) will constitute the full discharge of Oakton's obligations under clause 5.2(b) with respect of the amount so paid or retained until, in the case of clause 5.6(b), it is no longer required to be retained.

5.7 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 Shares

6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in 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 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 Oakton will not accept for registration, nor recognise for any purpose (except a transfer to Dimension Data under this Scheme and any subsequent transfer by Dimension Data 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)** Oakton 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 Oakton to register a transfer that would result in a Oakton Shareholder holding a parcel of Shares that is less than a 'marketable parcel' (as defined in the Settlement Rules)).
- (b) **(No registration after Record Date)** Oakton will not accept for registration or recognise for any purpose any transmission application or transfer in respect of Shares received after 5.00pm on the day on which the Record Date occurs, other than to Dimension Data in accordance with this Scheme and any subsequent transfer by Dimension Data or its successors in title.
- (c) **(Maintenance of Share Register)** For the purpose of determining entitlements to the Scheme Consideration, Oakton 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 Dimension Data in respect of all Scheme Shares under clause 4, no Oakton Shareholder may dispose or otherwise deal with Shares in any way except as set out in this Scheme and any attempt to do so will have no effect and Oakton shall be entitled to disregard any such disposal or dealing.
- (e) **(Statements of holding from Record Date)** All statements of holding for 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 Shares relating to that entry.
- (f) **(Provision of Scheme Shareholder details)** As soon as practicable after the Record Date and in any event within one Business Day after the Record Date, Oakton will ensure that details of the names, Registered Addresses and holdings of Shares for each Scheme

Shareholder are available to Dimension Data in the form Dimension Data reasonably requires.

7. Quotation of Shares

- (a) Oakton will apply to ASX to suspend trading on the ASX in Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by Dimension Data, and only after the transfer of the Scheme Shares has been registered in accordance with clause 4.2(b), Oakton will apply:
 - (i) for termination of the official quotation of 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) Oakton may, by its counsel or solicitors, consent on behalf of all persons concerned to those alterations or conditions to which Dimension Data has consented in writing; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions to which counsel for Oakton has consented.

8.2 Binding effect of Scheme

This Scheme binds Oakton 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 Oakton.

8.3 Scheme Shareholders' agreements and acknowledgment

Each Scheme Shareholder:

- (a) agrees to the transfer of their Shares together with all rights and entitlements attaching to those Shares in accordance with this Scheme;
- (b) agrees to any variation, cancellation or modification of the rights attached to their Shares constituted by or resulting from this Scheme;
- (c) agrees to, on the direction of Dimension Data, destroy any share certificates relating to their Shares; and
- (d) acknowledges and agrees that this Scheme binds Oakton 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 Oakton, in its own right and for the benefit of Dimension Data, that as at the Implementation Date:
 - (i) all of its Shares which are transferred to Dimension Data under this Scheme, including any rights and entitlements attaching to those 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 Shares which are transferred to Dimension Data under this Scheme will, on the date on which they are transferred to Dimension Data, be fully paid;
 - (iii) it has full power and capacity to transfer its Shares to Dimension Data together with any rights attaching to those shares; and
 - (iv) it has no existing right to be issued any Shares, Options, Performance Rights, Oakton convertible notes or any other Oakton securities, other than, in the case of any Scheme Shareholder who is also the holder of Options or Performance Rights, the right to be issued Shares on the exercise of those Options or Performance Rights before the Record Date in accordance with their terms.
- (b) Oakton undertakes that it will provide the warranties in clause 8.4(a) to Dimension Data 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 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, immediately after the payment by Oakton of the Scheme Consideration in the manner contemplated in clause 5.2(b), Dimension Data will be beneficially entitled to the Scheme Shares transferred to it under this Scheme pending registration by Oakton of Dimension Data in the Share Register as the holder of the Scheme Shares.

8.6 Authority given to Oakton

- (a) Scheme Shareholders will be deemed to have authorised Oakton 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, as agent and attorney of each Scheme Shareholder, a share transfer or transfers in relation to Scheme Shares as contemplated by clause 4.2.
- (b) Each Scheme Shareholder, without the need for any further act, irrevocably appoints Oakton and all of its directors, secretaries and officers (jointly and severally) as its attorney and agent for the purpose of 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.

8.7 Appointment of sole proxy

Immediately after the payment by Oakton of the Scheme Consideration in the manner contemplated in clause 5.2(b) until Oakton registers Dimension Data as the holder of all Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed Dimension Data as its attorney and agent (and directed Dimension Data in such capacity) to appoint an officer or agent nominated by Dimension Data as its sole proxy and, where applicable, corporate representative to attend shareholders’ meetings of Oakton, 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 as under clause 8.7(a);
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Dimension Data reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.7(a), Dimension Data and any officer or agent nominated by Dimension Data under clause 8.7(a) may act in the best interests of Dimension Data 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 Oakton binding or deemed binding between the Scheme Shareholder and Oakton relating to Oakton or Shares (including any email addresses, instructions relating to communications from Oakton, whether dividends are to be paid by cheque or into a specific bank account, notices of meetings or other communications from Oakton) will be deemed from the Implementation Date (except to the extent determined otherwise by Dimension Data in its sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to Dimension Data until that instruction, notification or election is revoked or amended in writing addressed to Dimension Data at its registry.

9. General

9.1 Stamp duty

Dimension Data must pay all stamp duty payable in connection with the transfer of the Scheme Shares to Dimension Data.

9.2 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this document is sent by post to Oakton, 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 Oakton's registered office or at the office of the Oakton 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) Oakton 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 Oakton 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.