

Deed

## Scheme Implementation Deed

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MyState Limited

The Rock Building Society Limited

**Freehills**

101 Collins Street Melbourne Vic 3000 Australia  
GPO Box 128A Melbourne Vic 3001 Australia  
Sydney Melbourne Perth Brisbane Singapore

Telephone +61 3 9288 1234 Facsimile +61 3 9288 1567  
www.freehills.com DX 240 Melbourne

Associated offices in Jakarta Beijing Shanghai Hanoi Ho Chi Minh City

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# Contents

## Table of contents

<b>1</b>	<b>Definitions and interpretation</b>	<b>2</b>
1.1	Definitions .....	2
1.2	Interpretation .....	13
1.3	Business Day .....	14
1.4	Contra proferentem excluded .....	14
1.5	Consents and approvals .....	14
<b>2</b>	<b>Agreement to proceed with the Transaction</b>	<b>15</b>
<b>3</b>	<b>Conditions precedent and pre-implementation steps</b>	<b>15</b>
3.1	Conditions precedent .....	15
3.2	Best endeavours .....	17
3.3	Waiver of conditions precedent .....	17
3.4	Termination on failure of condition precedent .....	18
3.5	Certain notices .....	19
<b>4</b>	<b>Transaction steps</b>	<b>19</b>
4.1	Scheme .....	19
4.2	Scheme Consideration .....	19
4.3	Payment of Scheme Consideration .....	20
4.4	No amendment to Scheme without consent .....	20
<b>5</b>	<b>Implementation</b>	<b>20</b>
5.1	Obligations of both parties .....	20
5.2	ROK's obligations .....	21
5.3	MYS's obligations .....	23
5.4	Content of Scheme Booklet .....	24
5.5	Conduct of business .....	25
5.6	ROK Board recommendations .....	26
5.7	MYS Board .....	26
5.8	ROK Board .....	27
<b>6</b>	<b>Implementation Committee</b>	<b>27</b>
6.1	Establishment and membership .....	27
6.2	Functions .....	27
6.3	Meetings of Implementation Committee .....	28
6.4	No partnership .....	28
6.5	Integration planning .....	28
6.6	Access to information .....	28
<b>7</b>	<b>Representations and warranties</b>	<b>29</b>
7.1	MYS's representations .....	29
7.2	MYS's indemnity .....	29
7.3	ROK's representations .....	29
7.4	ROK's indemnity .....	29
7.5	Survival of representations .....	29
7.6	Survival of indemnities .....	29
7.7	Timing of warranties .....	29

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<b>8</b>	<b>Releases</b>	<b>30</b>
	8.1 ROK directors and officers .....	30
	8.2 MYS directors and officers .....	30
<b>9</b>	<b>Public announcement</b>	<b>31</b>
<b>10</b>	<b>Confidentiality</b>	<b>31</b>
	10.1 Mutual Confidentiality Agreement .....	31
	10.2 Survival of obligations .....	31
	10.3 Joint presentations .....	31
	10.4 Disclosure documents .....	31
<b>11</b>	<b>No-talk and no-shop obligations</b>	<b>32</b>
	11.1 No-talk .....	32
	11.2 No-shop .....	32
	11.3 Limitation to No-talk .....	32
	11.4 Notification of approaches .....	32
	11.5 Matching right .....	33
<b>12</b>	<b>Payment of costs</b>	<b>34</b>
	12.1 Background to Reimbursement Fee .....	34
	12.2 Nature of payment .....	34
	12.3 Payment by ROK to MYS .....	34
	12.4 Payment by MYS to ROK .....	34
	12.5 Satisfaction of payment obligation .....	35
	12.6 Compliance with law .....	35
	12.7 Limit on liability .....	35
	12.8 Exclusion of certain losses .....	36
<b>13</b>	<b>Conduct of Court proceedings</b>	<b>36</b>
<b>14</b>	<b>Termination</b>	<b>37</b>
	14.1 Termination .....	37
	14.2 Effect of termination .....	38
	14.3 Remedies .....	38
<b>15</b>	<b>Duty, costs and expenses</b>	<b>38</b>
	15.1 Stamp duty .....	38
	15.2 Costs and expenses .....	38
<b>16</b>	<b>GST</b>	<b>39</b>
<b>17</b>	<b>General</b>	<b>40</b>
	17.1 No representation or reliance .....	40
	17.2 No merger .....	40
	17.3 Notices .....	40
	17.4 Governing law and jurisdiction .....	40
	17.5 Waivers .....	41
	17.6 Variation .....	41
	17.7 Assignment .....	42
	17.8 Further action .....	42
	17.9 Entire agreement .....	42
	17.10 Counterparts .....	42

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Contents

<b>Schedules</b>	
<b>MYS Representations and Warranties</b>	<b>44</b>
<b>ROK Representations and Warranties</b>	<b>47</b>
<b>Signing page</b>	<b>51</b>
<b>Scheme</b>	
<b>Deed poll</b>	
<b>Timetable</b>	

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## Scheme Implementation Deed

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Date ▶ 30 August 2011

Between the parties

**MYS**                      **MyState Limited (ABN 26 133 623 962)**  
of 23 Paterson Street, Launceston, Tasmania 7250  
(MYS)

**ROK**                      **The Rock Building Society Limited (ABN 16 067 765 717)**  
of 102 Bolsover Street, Rockhampton, Queensland 4700  
(ROK)

**Background**

- 1 MYS and ROK have agreed that MYS (or a subsidiary of MYS) will acquire ROK by means of a scheme of arrangement under Part 5.1 of the Corporations Act between ROK and Scheme Shareholders.
- 2 The parties have agreed to implement the scheme of arrangement on the terms of this deed.

The parties agree as follows:

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# 1 Definitions and interpretation

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## 1.1 Definitions

The meanings of the terms used in this deed are set out below.

<b>Term</b>	<b>Meaning</b>
<b>Announcement Date</b>	31 August 2011.
<b>ASIC</b>	Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited (ABN 98 008 624 691).
<b>Business Day</b>	a business day as defined in the Listing Rules.
<b>Competing Proposal</b>	<p>a proposed transaction or arrangement pursuant to which a third person will, if the transaction or arrangement is entered into or completed substantially in accordance with its terms:</p> <ol style="list-style-type: none"><li>1 acquire (whether directly or indirectly) a relevant interest in, become the holder of, or have the right to acquire a legal, beneficial or economic interest in, or control of, 15% or more of ROK's voting shares or of the securities of any of its subsidiaries;</li><li>2 acquire (whether directly or indirectly) or become the holder of, or otherwise acquire, have a right to acquire or have an economic interest in all or a material part of the business of ROK and its subsidiaries;</li><li>3 acquire control (as determined in accordance with section 50AA of the Corporations Act) of ROK;</li><li>4 otherwise acquire or merge with ROK; or</li><li>5 enter into any agreement, arrangement or understanding with ROK requiring ROK to abandon, or otherwise fail to proceed with, the Transaction,</li></ol> <p>whether by way of takeover offer, scheme of arrangement, shareholder approved acquisition, capital reduction or buy-back, sale or purchase of shares or assets, joint venture, dual-listed company structure (or other synthetic merger), or other transaction or arrangement.</p> <p>For this purpose, a material part of the business of ROK and its subsidiaries is where:</p> <ol style="list-style-type: none"><li>6 the business contributes 20% or more of the consolidated net profit after tax of ROK; or</li><li>7 the business represents 20% or more of the total consolidated</li></ol>

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assets of ROK.

<b>Corporations Act</b>	The <i>Corporations Act 2001</i> (Cth).
<b>Corporations Regulations</b>	The <i>Corporations Regulations 2001</i> (Cth).
<b>Court</b>	The Supreme Court of Queensland or such other court of competent jurisdiction under the Corporations Act agreed to in writing by ROK and MYS.
<b>Deed Poll</b>	The deed poll to be entered into by MYS in favour of the Scheme Shareholders in the form set out in Attachment B or such other form as agreed in writing between the parties.
<b>Effective</b>	when used in relation to the Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) in relation to the Scheme.
<b>Effective Date</b>	the date on which the Scheme becomes Effective.
<b>End Date</b>	28 February 2012.
<b>Financial Advisor</b>	any financial advisor retained by ROK in relation to the Scheme or a Competing Proposal from time to time.
<b>First Court Date</b>	the first day on which an application made to the Court for an order under section 411(1) of the Corporations Act convening the Scheme Meeting is heard.
<b>Government Agency</b>	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any State.
<b>Implementation Date</b>	the fifth Business Day after the Scheme Record Date.
<b>Independent Expert</b>	the independent expert appointed by ROK in respect of the Scheme.
<b>Ineligible Foreign Shareholder</b>	means a Scheme Shareholder whose address shown in the ROK Registry as at the Scheme Record Date is a place outside Australia and its external territories and New Zealand, unless MYS and ROK agree in writing that it is lawful and not unduly onerous or impracticable to issue that Scheme Shareholder with New MYS Shares when the Scheme becomes Effective.

<b>Investigating Accountant</b>	the Investigating accountant appointed by MYS in respect of the Scheme.
<b>Key Management Personnel</b>	those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including any director (whether executive or otherwise) of that entity.
<b>Listing Rules</b>	the official Listing Rules of the ASX.
<b>Material Business Service</b>	a good or service which is critical to the continued operation of ROK's business such that if the good or service was not available ROK would not be able to carry on business in substantially the same manner as at the date of this deed.
<b>Material Contract</b>	any agreement or arrangement that requires or may require payments in excess of \$500,000 in aggregate per annum.
<b>Material Liability</b>	any liability (whether actual, contingent or otherwise) which requires or may require payments in excess of \$500,000 in aggregate per annum.
<b>Material Safe Premises</b>	Shop 4, Centro Gladstone.
<b>Merged Entity</b>	the MYS Group after implementation of the Scheme.
<b>Mutual Confidentiality Agreement</b>	the confidentiality agreement between ROK and MYS entered into in connection with the Transaction.
<b>MYS Board</b>	the board of directors of MYS.
<b>MYS Group</b>	MYS and each of its Related Bodies Corporate and a reference to a "MYS Group Member" or "a member of the MYS Group" is to MYS or any of its Related Bodies Corporate.
<b>MYS Indemnified Parties</b>	MYS and its Related Bodies Corporate and their respective directors, officers and employees.
<b>MYS Information</b>	<p>information regarding the MYS Group provided by MYS to ROK in writing for inclusion in the Scheme Booklet, being:</p> <ol style="list-style-type: none"> <li>1 information about MYS, its Related Bodies Corporate, businesses and interests and dealings in ROK Shares, its intentions for ROK and ROK's employees, and funding; and</li> <li>2 any other information required under the Corporations Act, Corporations Regulations or RG 60 to enable the Scheme Booklet to be prepared that the parties agree is "MYS Information" and that is identified in the Scheme Booklet as such.</li> </ol>

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**MYS Material Adverse Change**

a matter, event or circumstance that occurs, is announced or becomes known to MYS where that matter, event or circumstance:

- 1 has, has had, or is reasonably likely to have, either individually, or when aggregated with any other matters, events or circumstances the effect of:
  - diminishing the anticipated consolidated net profits after tax of the MYS Group (excluding costs incurred by any member of the MYS Group in respect of the Transaction which are not to exceed \$2 million) by \$2.4 million or more against what it would reasonably have been expected to have been but for that matter, event or circumstance or matters, events or circumstances;
  - diminishing the consolidated net tangible assets of the MYS Group (excluding the impact of the MYS 2H "Final" 2011 Permitted Dividend and the MYS 1H "Early Interim" 2012 Permitted Dividend) by \$10 million or more against what it would reasonably have been expected to have been but for that matter, event or circumstance or matters, events or circumstances; or
  - the MYS Group being unable to carry on its business in substantially the same manner as at the date of this deed; or
- 2 is, or is reasonably likely to be, materially adverse to:
  - the ability of MYS to perform its obligations under this deed; or
  - the status of any Regulatory Approvals which have been granted and affect the Scheme,

in each case other than matters, events or circumstances:

- required or specifically permitted by this deed or the Scheme;
- resulting from changes in rates of taxation or general economic conditions;
- fully and fairly disclosed to ASX or to ROK in writing prior to the date of this deed; or
- that occur with the written consent of ROK.

**MYS Prescribed Occurrence**

other than:

- 1 as required by this deed or the Scheme;
- 2 as fully and fairly disclosed to ASX or to ROK prior to the date of this deed; or
- 3 with the written consent of ROK,

the occurrence of any of the following between the date of this deed and 8.00am on the Second Court Date:

- 4 MYS converting all or any of its shares into a larger or smaller number of shares;
- 5 a member of the MYS Group resolving to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;
- 6 a member of the MYS Group:
  - entering into a buy-back agreement; or
  - resolving to approve the terms of a buy-back agreement under the Corporations Act;
- 7 other than on exercise of performance rights or convertible securities existing as at the date of this deed, a member of the MYS Group issuing shares, or granting a performance right or an option

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- over its shares, or agreeing to make such an issue or grant such a right or an option;
- 8 a member of the MYS Group issuing, or agreeing to issue, securities convertible into shares or debt securities;
  - 9 other than the payment of the MYS 2H "Final" 2011 Permitted Dividend and the MYS 1H "Early Interim" 2012 Permitted Dividend, any member of the MYS Group declaring, paying or distributing, or agreeing to declare, pay or distribute, any dividend, special dividend, bonus or other share of its profits or assets or agreeing to return any capital to its members;
  - 10 any member or members of the MYS Group acquiring or agreeing to acquire, disposing of or agreeing to dispose of, or irrevocably offering, proposing, announcing a bid or tendering for, any share capital of any third party or third parties valued in excess of \$10 million (individually or in aggregate), other than any share capital in a member of the MYS Group;
  - 11 any member or members of the MYS Group disposing, or agreeing to dispose, of the whole, or a substantial part or substantial parts, of the MYS Group's business and/or property, with a value in excess of \$10 million (individually or in aggregate) other than where such actions are in the ordinary course of MYS's treasury or banking operations and consistent with past practices;
  - 12 any member or members of the MYS Group acquiring, or agreeing to acquire, a business or undertaking or businesses or undertakings, with a value in excess of \$10 million (individually or in aggregate) other than where such actions are in the ordinary course of MYS's treasury or banking operations and consistent with past practices;
  - 13 a member of the MYS Group creating, or agreeing to create, any mortgage, charge, lien or other material encumbrance over any material asset of the MYS Group;
  - 14 any member or members of the MYS Group acquiring or agreeing to acquire, disposing of or agreeing to dispose of, or tendering for, any assets, with a value in excess of \$10 million (individually or in aggregate) other than where such actions are in the ordinary course of MYS's treasury or banking operations and consistent with past practices;
  - 15 any member or members of the MYS Group entering into, terminating or varying any agreement, arrangement or commitment or any agreements, arrangements or commitments which would require the MYS Group to have expenditure of greater than \$5 million per annum, incur a liability of greater than \$10 million per annum or forgo revenue of greater than \$10 million per annum (individually or in aggregate), other than in the ordinary course of business;
  - 16 any member or members of the MYS Group waiving, releasing, granting or transferring any rights, or accepting as a compromise of a matter or matters less than the full compensation due to the MYS Group, where the financial impact on the MYS Group will be in excess of \$10 million (individually or in aggregate);
  - 17 a member of the MYS Group entering into a contract or commitment which materially restrains a member of the MYS Group from competing with any person or conducting activities in any material market;
  - 18 a member of the MYS Group entering into or resolving to enter into a transaction with any related party of MYS (other than a related party which is a member of the MYS Group) as defined in section 228 of the Corporations Act which would require shareholder

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- approval under Chapter 2E or under Chapter 10 of the Listing Rules;
- 19 a member of the MYS Group making any change to its constitution;
  - 20 MYS breaching a material term of this deed;
  - 21 a member of the MYS Group resolving that it be wound up;
  - 22 a liquidator or provisional liquidator of a member of the MYS Group being appointed;
  - 23 the Court making an order for the winding up of a member of the MYS Group;
  - 24 an administrator of a member of the MYS Group being appointed under the Corporations Act;
  - 25 a member of the MYS Group executing a deed of company arrangement;
  - 26 a receiver, or a receiver and manager, being appointed in relation to the whole, or a substantial part, of the property of the MYS Group; or
  - 27 a member of the MYS Group being deregistered as a company or otherwise dissolved.

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**MYS Representations and Warranties** the representations and warranties of MYS set out in Schedule 1.

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**MYS Share** a fully paid ordinary share of MYS.

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**MYS Subsidiary** a subsidiary of MYS in respect of which MYS has made an election under clause 4.1(b) that that subsidiary acquire the Scheme Shares under the Scheme and in accordance with this deed.

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**MYS 1H "Early Interim" 2012 Permitted Dividend** MYS's interim dividend for the half year ending 31 December 2011 which:

- 1 is declared and paid in the ordinary course of business;
- 2 is in an amount not exceeding 15.0 cents per MYS Share;
- 3 has a record date that is prior to the Scheme Record Date;
- 4 is paid prior to the Implementation Date; and
- 5 does not result in a liability for franking deficit tax under the *New Business Tax System (Franking Deficit Tax) Act 2002*.

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**MYS 2H "Final" 2011 Permitted Dividend** MYS's final dividend for the financial year ending 30 June 2011 which:

- 1 is declared and paid in the ordinary course of MYS's business;
- 2 is in an amount not exceeding 15.0 cents per MYS Share;
- 3 has a record date that is prior to 30 September 2011;
- 4 is paid prior to 31 October 2011; and
- 5 does not result in a liability for franking deficit tax under the *New Business Tax System (Franking Deficit Tax) Act 2002*.

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**New MYS Share** MYS Shares to be issued pursuant to the Scheme as Scheme Consideration.

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<b>Registered Address</b>	in relation to a ROK Shareholder, the address shown in the Share Register.
<b>Regulator's Draft</b>	the draft of the Scheme Booklet which is provided to ASIC for approval pursuant to section s411(2) of the Corporations Act.
<b>Regulatory Approval</b>	the approvals and consents as set out in clauses 3.1(a), 3.1(f), 3.1(g), 3.1(h), 3.1(i) and 3.1(k).
<b>Reimbursement Amount</b>	\$500,000 (exclusive of GST, if any).
<b>Related Bodies Corporate</b>	has the meaning set out in the Corporations Act.
<b>Representative</b>	in respect of a party, its Related Bodies Corporate and each director, officer, employee, advisor, agent or representative of that party and its Related Bodies Corporate.
<b>Restricted Period</b>	the period from and including the time of this deed to the earlier of: <ol style="list-style-type: none"> <li>1 the termination of this deed; and</li> <li>2 the End Date.</li> </ol>
<b>RG 60</b>	Regulatory Guide 60 issued by ASIC on 11 December 2009 (as amended).
<b>ROK Board</b>	the board of directors of ROK.
<b>ROK Group</b>	ROK and each of its Related Bodies Corporate and a reference to a "ROK Group Member" or a "member of the ROK Group" is to ROK or any of its Related Bodies Corporate.
<b>ROK Indemnified Parties</b>	ROK and its Related Bodies Corporate and their respective directors, officers and employees.
<b>ROK Material Adverse Change</b>	a matter, event or circumstance that occurs, is announced or becomes known to ROK where that matter, event or circumstance: <ol style="list-style-type: none"> <li>1 has, has had, or is reasonably likely to have, either individually, or when aggregated with any other matters the effect of:                 <ul style="list-style-type: none"> <li>• diminishing the anticipated consolidated net profits after tax of the ROK Group (excluding costs incurred by any member of the ROK Group in respect of the Transaction which are not to exceed \$2.1 million) by \$700,000 or more against what it would reasonably have been expected to have been but for that matter, event or circumstance or matters, events or circumstances; or</li> <li>• diminishing the consolidated net tangible assets of the ROK Group (excluding the impact of the ROK 2H "Final" 2011</li> </ul> </li> </ol>

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Permitted Dividend and the ROK 1H "Early Interim" 2012 Permitted Dividend) by \$2 million or more against what it would reasonably have been expected to have been but for that matter, event or circumstance or matters, events or circumstances; or

- the ROK Group being unable to carry on its business in substantially the same manner as at the date of this deed; or
- 2 is, or is reasonably likely to be, materially adverse to:
- the ability of ROK to perform its obligations under this deed; or
  - the status of any Regulatory Approvals which have been granted and affect the Scheme.

in each case other than matters, events or circumstances:

- required or specifically permitted by this deed or the Scheme;
- resulting from changes in rates of taxation or general economic conditions;
- fully and fairly disclosed to ASX or to MYS in writing prior to the date of this deed; or
- that occur with the written consent of MYS.

**ROK Prescribed Occurrence**

other than:

- 1 as required by this deed or the Scheme;
- 2 as fully and fairly disclosed to ASX or to MYS prior to the date of this deed; or
- 3 with the written consent of MYS,

the occurrence of any of the following between the date of this deed and 8.00am on the Second Court Date:

- 4 ROK converting all or any of its shares into a larger or smaller number of shares;
- 5 a member of the ROK Group resolving to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;
- 6 a member of the ROK Group:
  - entering into a buy-back agreement; or
  - resolving to approve the terms of a buy-back agreement under the Corporations Act;
- 7 other than on exercise of performance rights or convertible securities existing as at the date of this deed, a member of the ROK Group issuing shares, or granting a performance right or an option over its shares, or agreeing to make such an issue or grant such a right or an option;
- 8 a member of the ROK Group issuing, or agreeing to issue, securities convertible into shares or debt securities;
- 9 other than the payment of the ROK 2H "Final" 2011 Permitted Dividend and the ROK 1H "Early Interim" 2012 Permitted Dividend, any member of the ROK Group declaring, paying or distributing, or agreeing to declare, pay or distribute, any dividend, special dividend, bonus or other share of its profits or assets or agreeing to return any capital to its members;
- 10 any member or members of the ROK Group acquiring or agreeing to acquire, disposing of or agreeing to dispose of, or irrevocably offering, proposing, announcing a bid or tendering for, any share

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- capital of any third party or third parties valued in excess of \$5 million (individually or in aggregate), other than any share capital in a member of the ROK Group;
- 11 any member or members of the ROK Group disposing, or agreeing to dispose, of the whole, or a substantial part or substantial parts, of the ROK Group's business and/or property, with a value in excess of \$5 million (individually or in aggregate) other than where such actions are in the ordinary course of ROK's treasury or banking operations and consistent with past practices;
  - 12 any member or members of the ROK Group acquiring, or agreeing to acquire, a business or undertaking or businesses or undertakings, with a value in excess of \$5 million (individually or in aggregate) other than where such actions are in the ordinary course of ROK's treasury or banking operations and consistent with past practices;
  - 13 a member of the ROK Group creating, or agreeing to create, any mortgage, charge, lien or other material encumbrance over any material asset of the ROK Group;
  - 14 any member or members of the ROK Group acquiring or agreeing to acquire, disposing of or agreeing to dispose of, or irrevocably offering, proposing, announcing a bid or tendering for, any assets, with a value in excess of \$5 million (individually or in aggregate) other than where such actions are in the ordinary course of ROK's treasury or banking operations and consistent with past practices;
  - 15 any member or members of the ROK Group entering into, terminating or varying any agreement, arrangement or commitment or any agreements, arrangements or commitments which would require the ROK Group to have expenditure of greater than \$2 million per annum, incur a liability of greater than \$5 million per annum or forgo revenue of greater than \$5 million per annum, (individually or in aggregate), other than in the ordinary course of business;
  - 16 any member or members of the ROK Group waiving, releasing, granting or transferring any rights, or accepting as a compromise of a matter or matters less than the full compensation due to the ROK Group, where the financial impact on the ROK Group will be in excess of \$5 million (individually or in aggregate);
  - 17 a member of the ROK Group entering into a contract or commitment which materially restrains a member of the ROK Group from competing with any person or conducting activities in any material market;
  - 18 a member of the ROK Group entering into or resolving to enter into a transaction with any related party of ROK (other than a related party which is a member of the ROK Group) as defined in section 228 of the Corporations Act which would require shareholder approval under Chapter 2E or under Chapter 10 of the Listing Rules;
  - 19 a member of the ROK Group making any change to its constitution;
  - 20 ROK breaching a material term of this deed;
  - 21 a member of the ROK Group resolving that it be wound up;
  - 22 a liquidator or provisional liquidator of a member of the ROK Group being appointed;
  - 23 the Court making an order for the winding up of a member of the ROK Group;
  - 24 an administrator of a member of the ROK Group being appointed under the Corporations Act;
  - 25 a member of the ROK Group executing a deed of company

*Handwritten initials and signature:*  
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arrangement;

26 a receiver, or a receiver and manager, being appointed in relation to the whole, or a substantial part, of the property of the ROK Group; or

27 a member of the ROK Group being deregistered as a company or otherwise dissolved.

<b>ROK Registry</b>	Link Market Services.
<b>ROK Representations and Warranties</b>	The representations and warranties of ROK set out in Schedule 2.
<b>ROK Share</b>	a fully paid ordinary share of ROK.
<b>ROK Shareholders</b>	each person who is registered as the holder of ROK Shares from time to time.
<b>ROK 1H "Early Interim" 2012 Permitted Dividend</b>	<p>ROK's interim dividend for the half year ending 31 December 2011 which:</p> <ol style="list-style-type: none"> <li>1 is declared and paid in the ordinary course of business;</li> <li>2 is declared, and the record date announced, at least 7 Business Days prior to the final day of trading in ROK Shares, on the basis that payment of the dividend is conditional on: <ul style="list-style-type: none"> <li>• ROK Shareholders agreeing to the Scheme at the Scheme Meeting by the requisite majorities under the Corporations Act; and</li> <li>• the Court approving the Scheme in accordance with section 411(4)(b) of the Corporations Act;</li> </ul> </li> <li>3 is in an amount not exceeding 12.0 cents per ROK Share;</li> <li>4 has a record date that is prior to the final day of trading in ROK Shares;</li> <li>5 is paid within 7 days of the Implementation Date;</li> <li>6 is to be paid from the profit of ROK for the period from 1 July 2011 to the earlier of 31 December 2011 and the Implementation Date (or from retained profits subject to APRA approval), after deducting allowances for all expected costs and expenses associated with the Transaction and expected costs and expenses associated with the redundancies and termination of Key Management Personnel in respect of the half year ended 31 December 2011 and in connection with the Transaction, which must include: <ul style="list-style-type: none"> <li>• \$2.1m (excluding GST) in respect of expected advisory and transaction costs and expenses in connection with the Transaction; and</li> <li>• \$750,000 (excluding any GST but including any related on-costs such as payroll tax and superannuation guarantee costs) in respect of the expected costs and expenses associated with the redundancy or termination of Key Management Personnel of ROK in respect of the half year ended 31 December 2011 and in connection with the Transaction;</li> </ul> </li> <li>7 does not reduce ROK's capital adequacy ratio below the Board approved minimum threshold of 12% (after including as deductions</li> </ol>

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the allowances in paragraph 6 above); and

- 8 does not result in a liability for franking deficit tax under the *New Business Tax System (Franking Deficit Tax) Act 2002*.

**ROK 2H "Final" 2011 Permitted Dividend**

ROK's final dividend for the financial year ending 30 June 2011 which:

- 1 is declared and paid in the ordinary course of ROK's business;
- 2 is in an amount not exceeding 8.0 cents per ROK Share;
- 3 has a record date that is prior to 30 September 2011;
- 4 is paid prior to 31 October 2011; and
- 5 does not result in a liability for franking deficit tax under the *New Business Tax System (Franking Deficit Tax) Act 2002*.

**Scheme**

The scheme of arrangement under Part 5.1 of the Corporations Act between ROK and the Scheme Shareholders, the form of which is attached as Attachment A or such other form as agreed in writing between the parties.

**Scheme Booklet**

the information described in clause 5.2(b) to be approved by the Court and despatched to the ROK Shareholders and which must include the Scheme; an explanatory statement complying with the requirements of the Corporations Act and the Corporations Regulations, an independent expert's report, an investigating accountant's report, notices of meeting and proxy form.

**Scheme Consideration**

the consideration to be provided by MYS (or if applicable, MYS Subsidiary) in consideration for the transfer of the ROK Shares held by a Scheme Shareholder to MYS (or if applicable, MYS Subsidiary), as described in clause 4.2 of this deed, being, 7.75 New MYS Shares for every 10 Scheme Shares.

**Scheme Meeting**

the meeting of ROK Shareholders ordered by the Court to be convened under section 411(f) of the Corporations Act.

**Scheme Record Date**

7.00pm Sydney time on the fifth Business Day after the Effective Date.

**Scheme Share**

a ROK Share held by a Scheme Shareholder.

**Scheme Shareholders**

ROK Shareholders as at the Scheme Record Date.

**Second Court Date**

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

**Share Register**

the register of members of ROK maintained in accordance with the Corporations Act.

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<b>Superior Proposal</b>	<p>a bona fide Competing Proposal (and not resulting from a breach by ROK of its obligations under this deed) which in the determination of the ROK Board, acting in good faith and in accordance with its fiduciary and statutory duties, is more favourable to ROK Shareholders than the Transaction, taking into account, among other things:</p> <ol style="list-style-type: none"> <li>1 the terms and conditions of the Competing Proposal, which if relevant shall include the anticipated completion date, the certainty of obtaining financing, execution risk, tax leakage (both at the corporate and shareholder level), required regulatory approvals and the impact of the time value of money; and</li> <li>2 all aspects of the Transaction, which if relevant shall include the value of scrip for scrip rollover relief for Scheme Shareholders and the implied value of the Scheme Consideration at the relevant time,</li> </ol> <p>with this determination being supported by written advice from the ROK Board's financial and legal advisers.</p>
<b>Taxes</b>	<p>means:</p> <ol style="list-style-type: none"> <li>1 all past, present and future taxes of any name, kind or description imposed by Australia, or any of its States or Territories or any Australian Tax Authority (including income tax and stamp duty); and</li> <li>2 any interest, fine, penalty, charge or additional amount payable in relation to a tax.</li> </ol>
<b>Term Sheet</b>	the term sheet between ROK and MYS dated 4 July 2011.
<b>Trading Day</b>	has the meaning given in the Listing Rules.
<b>Transaction</b>	the acquisition of ROK by MYS or MYS Subsidiary through implementation of the Scheme.
<b>YE12 Board Approved Budget</b>	<p>in the case of:</p> <ol style="list-style-type: none"> <li>1 MYS, means the MYS operating and capital budget for the financial year ending 30 June 2012 approved by the MYS Board and as provided to ROK before the date of this deed; and</li> <li>2 ROK, means the ROK operating and capital budget for the financial year ending 30 June 2012 approved by the ROK Board together with adjustments for changed circumstances, each as provided to MYS before the date of this deed.</li> </ol>

## 1.2 Interpretation

In this deed, headings are for convenience only and do not affect interpretation and, unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;

- (c) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (d) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture, a partnership, a trust and any Government Agency;
- (e) a reference to a clause, party, Attachment, exhibit or schedule is a reference to a clause of, and a party, Attachment, exhibit and schedule to this deed, and a reference to this deed includes any Attachment, exhibit and schedule;
- (f) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, whether passed by the same or another Government Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (g) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (h) the word "Includes" in any form is not a word of limitation;
- (i) a reference to "\$" or "dollar" is to Australian currency;
- (j) a reference to any time relating to the First Court Date or the Second Court Date is a reference to Brisbane time and any other reference to time is, unless otherwise indicated, a reference to Victorian time;
- (k) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this deed; and
- (l) a reference to the Listing Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

**1.3 Business Day**

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

**1.4 Contra proferentem excluded**

No term or condition of this deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or a provision of it.

**1.5 Consents and approvals**

If the doing of any act, matter or things under this deed is dependent on the consent or approval of a party or is within the discretion of a party, such consent or approval may be given or such discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion (unless this deed specifies otherwise).

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## 2 Agreement to proceed with the Transaction

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- (a) ROK agrees to propose the Scheme on and subject to the terms of this deed.
- (b) MYS agrees with ROK to assist ROK to propose the Scheme on and subject to the terms of this deed.

## 3 Conditions precedent and pre-implementation steps

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### 3.1 Conditions precedent

Subject to this clause 3, the Scheme will not become Effective, and the respective obligations of MYS under clause 4.3 and of ROK under clauses 5.2(h) and 5.2(j) are not binding, until each of the following conditions precedent are satisfied or waived to the extent and in the manner set out in clauses 3.2 and 3.3.

- (a) **Quotation of New MYS Shares:** before 8.00am on the Second Court Date, the New MYS Shares are approved for official quotation by ASX, such approval providing that:
  - (1) on the Trading Day immediately following the Effective Date, the New MYS Shares will commence trading on a deferred settlement basis; and
  - (2) on the day which is 3 Business Days immediately following the Implementation Date, the New MYS Shares that represent the Scheme Consideration will commence trading on a normal settlement basis;
- (b) **No ROK Prescribed Occurrence:** no ROK Prescribed Occurrence occurs between the date of this deed and 8.00am on the Second Court Date;
- (c) **No MYS Prescribed Occurrence:** No MYS Prescribed Occurrence occurs between the date of this deed and 8.00am on the Second Court Date;
- (d) **Legal proceedings:** between the date of this deed and 8.00am on the Second Court Date, no litigation, arbitration proceedings or other legal proceedings are commenced, instituted or threatened to be commenced, other than that which is in the public domain prior to the date of this deed, and which if successful would result in:
  - (1) a MYS Material Adverse Change; or
  - (2) a ROK Material Adverse Change;
- (e) **No ROK change of control rights:** between the date of this deed and 8.00am on the Second Court Date, as a result directly or indirectly of the Transaction, no person becomes entitled to exercise, exercises or purports to exercise, or states an intention to exercise, any rights under any provision of any Material Contract or instrument to which ROK or any member of the ROK Group, or by or to which ROK or any member of the ROK Group or any of its assets may be bound or be subject, which results, or could reasonably be expected to result in a ROK Material Adverse Change;



- (f) **Financial Sector (Shareholdings) Act:** before 8.00am on the Second Court Date, all necessary approvals are provided in respect of the Transaction under the *Financial Sector (Shareholdings) Act 1998* (Cth) (if such approvals are subject to conditions those conditions must be acceptable to MYS and ROK);
- (g) **Banking Act:** before 8.00am on the Second Court Date, all necessary approvals are provided in respect of the Transaction under the *Banking Act 1959* (Cth) (if such approvals are subject to conditions those conditions must be acceptable to MYS and ROK);
- (h) **ASIC and ASX approval:** before 8.00am on the Second Court Date, ASIC and ASX issue or provide any consents or approvals or do other acts which the parties agree are reasonably necessary or desirable to implement the Transaction (if such approvals are subject to conditions those conditions must be acceptable to MYS and ROK);
- (i) **Other regulatory approvals:** before 8.00am on the Second Court Date, all approvals or consents that are required by law, or by any public authority, as are necessary to permit the Transaction, are granted, given, made or obtained on an unconditional basis, remain in full force and effect in all respects, and do not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew the same;
- (j) **Independent Expert:** the Independent Expert issues a report which concludes that the Scheme is in the best interests of ROK Shareholders before the date on which the Scheme Booklet is lodged with ASIC;
- (k) **Tax Ruling:** before 8:00am on the Second Court Date, the ATO has:
  - (1) provided to ROK a draft of the class ruling confirming that the Scheme Shareholders who are eligible may elect to obtain scrip for scrip rollover in accordance with Subdivision 124-M of the Income Tax Assessment Act 1997 in relation to the exchange of their Scheme Shares for MYS Shares; and
  - (2) provided to ROK a draft of the class ruling in connection with the ROK employee share plan confirming that MYS Shares provided to applicable employees in connection with the Scheme are treated for the purposes of Division 83A of the Income Tax Assessment Act 1997 as a continuation of the ROK Shares and other interests issued under the ROK employee share plan;
- (l) **ROK approvals:**
  - (1) ROK Shareholders agree to the Scheme at the Scheme Meeting by the requisite majorities under the Corporations Act; and
  - (2) the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act;
- (m) **Restraints:** no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or Government Agency or other material legal restraint or prohibition preventing the Transaction is in effect at 8.00am on the Second Court Date;
- (n) **ROK Representations and Warranties:** the ROK Representations and Warranties are true and correct in all material respects as at the time they are given; and

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- (o) **MYS Representations and Warranties:** the MYS Representations and Warranties are true and correct in all material respects as at the time they are given.

**3.2 Best endeavours**

- (a) ROK undertakes to MYS to use its best endeavours to procure that the conditions precedent in clauses 3.1(b), 3.1(d)(2), 3.1(e) and 3.1(n) are satisfied in accordance with their terms.
- (b) MYS undertakes to ROK to use its best endeavours to procure that the conditions precedent in clauses 3.1(a), 3.1(c), 3.1(d)(1) and 3.1(o) are satisfied in accordance with its terms.
- (c) Each party undertakes to use its best endeavours to procure that:
  - (1) the conditions precedent in clauses 3.1(f), 3.1(g), 3.1(h), 3.1(i), 3.1(j), 3.1(k), 3.1(l) and 3.1(m) are satisfied in accordance with their terms; and
  - (2) there is no occurrence within the control of ROK or MYS (as the context requires) that would prevent the conditions precedent in clause 3.1, which such party must use best endeavours to satisfy, being satisfied in accordance with their terms.
- (d) Without limiting clause 3.2(c), each party must:
  - (1) promptly apply for all relevant Regulatory Approvals (as applicable) and provide to the other a copy of all those applications (provided that any commercially sensitive information may be redacted from the copy provided);
  - (2) take all steps it is responsible for as part of the Regulatory Approval process, including responding to requests for information at the earliest practicable time;
  - (3) provide the other party with all information reasonably requested in connection with the applications for Regulatory Approvals including drafts of applications for review a reasonable time before lodgement; and
  - (4) consult with the other in advance in relation to the progress of obtaining Regulatory Approvals.

**3.3 Waiver of conditions precedent**

- (a) The conditions precedent in clauses 3.1(i) and 3.1(l) cannot be waived.
- (b) The conditions precedent in clauses 3.1(a), 3.1(f), 3.1(g), 3.1(h), 3.1(j), 3.1(k) and 3.1(m) are for the benefit of MYS and ROK and any non-fulfilment of those conditions may only be waived with the written consent of MYS and ROK (in their absolute discretion, but only to the extent such waiver is lawful).
- (c) The conditions precedent in clauses 3.1(b), 3.1(d)(2), 3.1(e), and 3.1(n) are for the sole benefit of MYS and may only be waived by MYS (in its absolute discretion) in writing.
- (d) The conditions precedent in clauses 3.1(c), 3.1(d)(1) and 3.1(o) are for the sole benefit of ROK and may only be waived by ROK (in its absolute discretion) in writing.

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- (e) If a party waives the non-fulfilment of any of the conditions precedent in clause 3.1, that waiver does not prevent it from suing the other party for any breach of this deed that resulted in the non-fulfilment of the condition precedent.
- (f) Waiver of non-fulfilment in respect of one condition precedent does not constitute:
  - (1) a waiver of non-fulfilment of any other condition precedent resulting from the same event; or
  - (2) a waiver of non-fulfilment of that condition precedent resulting from any other event.

**3.4 Termination on failure of condition precedent**

- (a) If:
  - (1) the Scheme has not become Effective by the End Date; or
  - (2) any event occurs which would, or in fact does, prevent a condition precedent in clause 3.1 being satisfied and that condition precedent is not waived by ROK or MYS or both (as applicable) in accordance with clause 3.3,the parties must consult in good faith to:
  - (3) determine whether the Transaction may proceed by way of alternative means or methods;
  - (4) change the date of the application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application (as applicable) to another date agreed by ROK and MYS (being a date no later than 5 Business Days before the End Date); or
  - (5) extend the End Date.
- (b) If the parties are unable to reach agreement under clause 3.4(a) within 5 Business Days of becoming aware of the relevant occurrence or by the End Date, then unless that condition precedent is waived by ROK, MYS or both as provided in clause 3.3, either party may terminate this deed without any liability (except under clause 12, if applicable) to the other party because of that termination, unless the relevant occurrence or the failure of the condition precedent to be satisfied, or of the Scheme to become Effective, arises out of a breach by the terminating party of clause 5 or this clause 3.
- (c) Subject to any rights or obligations arising under or pursuant to clauses that are expressed to survive termination, on termination of this deed, no party shall have any rights against or obligations to any other party under this deed except for those rights and obligations which accrued prior to termination.
- (d) If the condition in clause 3.1(l)(1) is not satisfied only because of a failure to obtain the majority required by section 411(4)(a)(ii)(A) of the Corporations Act, then either party may by written notice within 3 Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that section, provided the party has in good faith formed the view that the prospect of the Court exercising its discretion in that way is reasonable.

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**3.5 Certain notices**

- (a) If ROK or MYS becomes aware that any condition precedent has been satisfied, it must promptly notify the other in writing of this fact.
- (b) If, before the time specified for satisfaction of a condition precedent, an event that will prevent that condition precedent being satisfied occurs, the party with knowledge of that event must immediately give the other party written notice of that event.
- (c) ROK and MYS (as the case may be) must promptly advise each other orally and in writing of any change or event causing, or which, so far as can reasonably be foreseen, would cause:
  - (1) a representation or warranty provided in this deed by a relevant party to be false;
  - (2) a breach or non-fulfilment of any of the conditions precedent;
  - (3) the occurrence of a ROK Prescribed Occurrence (in the case of ROK) or a MYS Prescribed Occurrence (in the case of MYS);
  - (4) the occurrence of a ROK Material Adverse Change (in the case of ROK) or a MYS Material Adverse Change (in the case of MYS); or
  - (5) a material breach of this deed by a relevant party,

and must as part of such oral and written advice include reasonable details of the relevant change or event.

**4 Transaction steps**

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**4.1 Scheme**

- (a) ROK must propose a scheme of arrangement under which all of the Scheme Shares will be transferred to MYS or, where MYS makes an election in accordance with clause 4.1(b), MYS Subsidiary, and the Scheme Shareholders will be entitled to receive the Scheme Consideration.
- (b) The parties agree that MYS may elect under this clause 4.1(b) that a subsidiary of MYS will acquire the Scheme Shares under the Scheme by giving written notice to ROK of the relevant subsidiary of MYS which will acquire those Scheme Shares on or before the First Court Date.
- (c) If MYS makes an election in accordance with clause 4.1(b), MYS must procure that where an obligation is expressed to be imposed on MYS under this deed, the MYS Subsidiary complies with that obligation if MYS does not do so.

**4.2 Scheme Consideration**

- (a) Subject to clauses 4.2(b) and 4.2(d), the Scheme Consideration is 7.75 New MYS Shares for every 10 Scheme Shares.
- (b) Any fractional entitlement to a part of a New MYS Share:

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- (1) which is 0.5 or greater will be rounded up to the nearest whole number of New MYS Shares; and
  - (2) which is less than 0.5 will be rounded down to the nearest whole number of New MYS Shares.
- (c) MYS covenants in favour of ROK (in its own right and on behalf of the Scheme Shareholders) that, upon issue:
- (1) the New MYS Shares will rank equally in all respects with all existing MYS Shares, other than with respect to the MYS 2H "Final" 2011 Permitted Dividend and the MYS 1H "Early Interim" 2012 Permitted Dividend, to which holders of New MYS Shares will not be entitled; and
  - (2) each New MYS Share will be fully paid and free from any mortgage, charge, lien, encumbrance or other security interest.
- (d) The New MYS Shares to which an Ineligible Foreign Shareholder would otherwise have become entitled will be issued to a nominee appointed by MYS who will, in accordance with the Scheme, sell those New MYS Shares and pay the net proceeds received, after deducting any applicable brokerage, Taxes and charges, to the Ineligible Foreign Shareholder. MYS agrees to appoint the nominee at least 2 weeks prior to the Scheme Meeting. The identity of the nominee and the terms and conditions of the appointment of the nominee are subject to ROK's prior approval, acting reasonably.

**4.3 Payment of Scheme Consideration**

MYS undertakes and warrants to ROK (in its own right and separately as trustee or nominee for each of the Scheme Shareholders) that, in consideration of the transfer to MYS (or, where an election is made under clause 4.1(b), MYS Subsidiary) of each ROK Share held by a Scheme Shareholder at the Scheme Record Date under the terms of the Scheme, MYS will on the Implementation Date:

- (a) accept, or where an election is made under clause 4.1(b), procure that MYS Subsidiary accepts, that transfer; and
- (b) issue or procure the issue of the Scheme Consideration in accordance with the Scheme.

**4.4 No amendment to Scheme without consent**

ROK must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of MYS, such consent not to be unreasonably withheld or delayed.

**5 Implementation**

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**5.1 Obligations of both parties**

Without limiting the general nature of clause 2, each party must:

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- (a) **Certificate:** at the hearing on the Second Court Date, provide to the Court a certificate confirming whether or not the conditions precedent in clause 3.1 (other than the condition in clause 3.1(1)(2)) have been satisfied or waived in accordance with this deed. A draft of such certificate shall be provided by each party to the other party by 5.00 pm on the Business Day prior to the Second Court Date;
- (b) **Removal of ROK from official list of ASX:** if directed by MYS, take all steps necessary for ROK to be removed from the official list of the ASX on a day after the Implementation Date;
- (c) **Promotion:** subject to this deed, provide such efforts reasonably required by the other party to promote the merits of the Transaction, including meeting with shareholders, advisors and clients; and
- (d) **Timing:** consult with each other regularly in relation to the timetable set out in Attachment C (Timetable) for performing their respective obligations and use their best endeavours to comply with the timetable. The parties acknowledge that the Timetable has been prepared on the basis of the parties' best estimate of the timing of key events for the Transaction, and that certain events may be delayed for reasons outside of the control of the parties, such as:
  - (1) the period of consideration by ASIC of the Regulator's Draft; and
  - (2) the First Court Hearing or the Second Court Hearing may occur after the time specified in the Timetable.

In the case of any delay, the parties will endeavour in good faith to agree to a substitute timetable (to the extent possible, with the same relative timing between the events), while having regard to (amongst other things) the desire of each party to complete the Transaction as soon as is practicable.

## 5.2 ROK's obligations

Without limiting the general nature of clause 2, ROK must execute all documents and do all acts and things within its power as may be necessary or desirable for the implementation of the Transaction on a basis consistent with this deed and as expeditiously as possible, including doing any acts on behalf of ROK Shareholders, and in particular ROK must:

- (a) **Investigating Accountant's report:** subject to the Investigating Accountant entering into arrangements with ROK including in relation to confidentiality in a form reasonably acceptable to ROK, provide any assistance or information reasonably requested by the Investigating Accountant in connection with the preparation of the Investigating Accountant's report to be sent together with the Scheme Booklet;
- (b) **preparation of Scheme Booklet:** subject to clause 5.2(k), as soon as practicable after the date of this deed, prepare and despatch the Scheme Booklet in accordance with all applicable laws and in particular with the Corporations Act, the Corporations Regulations, RG 60 and the Listing Rules;
- (c) **directors' recommendation:** unless there has been a change of recommendation permitted by clause 5.6, include in the Scheme Booklet a statement by the ROK Board:
  - (1) unanimously recommending that ROK Shareholders vote in favour of the Scheme in the absence of any superior proposal; and

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- (2) that each ROK Board member intends (in the absence of a superior proposal) to vote, or procure the voting of any ROK Shares held by or on their behalf at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting;
- (d) **section 411(17)(b) statement:** apply to ASIC for the production of:
- (1) an indication of intent letter stating that it does not intend to appear at the First Court Date; and
- (2) a statement under section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (e) **Court direction:** promptly apply to the Court for orders directing ROK to convene the Scheme Meeting;
- (f) **Scheme Meeting:** convene the Scheme Meeting to agree to the Scheme in accordance with the orders made by the Court pursuant to section 411(1) of the Corporations Act;
- (g) **Court approval:** subject to all conditions precedent in clause 3.1, other than the condition in clause 3.1(1)(2), being satisfied or waived in accordance with this deed promptly apply to the Court for orders approving the Scheme as agreed to by the ROK Shareholders at the Scheme Meeting;
- (h) **lodge copy of Court order:** lodge with ASIC an office copy of the Court order approving the Scheme as agreed to by the ROK Shareholders at the Scheme Meeting on the day such office copy is received (or such later date as agreed in writing by MYS);
- (i) **Scheme Consideration:** close the Share Register as at the Scheme Record Date and determine entitlements to the Scheme Consideration in accordance with the Scheme and the Deed Poll;
- (j) **registration:** subject to the Scheme Consideration having been issued to Scheme Shareholders in accordance with the Scheme, register all transfers of ROK Shares held by Scheme Shareholders to MYS or MYS Subsidiary on or as soon as practicable after, the Implementation Date;
- (k) **consultation with MYS:** consult with MYS as to the content and presentation of the Scheme Booklet including:
- (1) providing to MYS drafts of the Scheme Booklet for the purpose of enabling MYS a reasonable opportunity to review and comment on those drafts;
- (2) taking all comments made by MYS into account in good faith when producing a revised draft of the Scheme Booklet;
- (3) providing to MYS a revised draft of the Scheme Booklet within a reasonable time before the Regulator's Draft is finalised; and
- (4) obtaining written approval from MYS for the form and content in which the MYS Information appears in the Scheme Booklet;
- (l) **information:** provide all necessary information, or procure that the ROK Registry provides all necessary information, in each case in a form reasonably requested by MYS, about the Scheme and ROK Shareholders to MYS and its authorised Representatives which MYS reasonably requires in order to:
- (1) canvass agreement to the Scheme by ROK Shareholders; or
- (2) facilitate the provision by, or on behalf of, MYS of the Scheme Consideration;

- (m) **ASIC review:** keep MYS informed of any matters raised by ASIC in relation to the Scheme Booklet, and use reasonable endeavours to take into consideration in resolving such matters any issues raised by MYS;
- (n) **Independent Expert:** promptly appoint the Independent Expert and provide assistance and information reasonably requested by the Independent Expert to enable it to prepare its report for the Scheme Booklet as soon as practicable;
- (o) **listing:** not do anything to cause ROK Shares to cease being quoted on the ASX or to become permanently suspended from quotation prior to completion of the Transaction unless MYS has agreed in writing;
- (p) **dividend reinvestment plan:** suspend operation of its dividend reinvestment plan from the date of this deed, keep it suspended until the Implementation Date and notify holders of ROK Shares of such suspension as soon as practicable after the date of this deed;
- (q) **directors and officers insurance:** subject to the Scheme becoming Effective, prepay before the Implementation Date directors and officers run-off insurance cover for the benefit of all directors and officers of the ROK Group for a period of 7 years from the retirement date of each of those directors and officers (**Cover**), provided such Cover is on commercially reasonable terms with a reputable insurer at current coverage levels as disclosed to MYS prior to entry into this deed. The Cover must include a term that it cannot be cancelled unless the insured party consents to its cancellation; and
- (r) **ROK 1H "Early Interim" 2012 Permitted Dividend:** declare and pay the ROK 1H "Early Interim" 2012 Permitted Dividend in accordance with its definition.

### 5.3 MYS's obligations

Without limiting the general nature of clause 2, MYS must execute all documents and do all acts and things within its power as may be necessary or desirable for the implementation of the Transaction on a basis consistent with this deed and as expeditiously as possible, and in particular MYS must:

- (a) **Investigating Accountant:** promptly appoint the Investigating Accountant and provide assistance and information reasonably requested by the Investigating Accountant to enable it to prepare its report for the Scheme Booklet as soon as practicable;
- (b) **MYS Information:** prepare and promptly provide to ROK the MYS Information for inclusion in the Scheme Booklet and consent to the inclusion of that information in the Scheme Booklet;
- (c) **Update MYS Information:** promptly provide to ROK any information that arises after the Scheme Booklet has been despatched and until the date of the Scheme Meeting that may be necessary to ensure that the Scheme Booklet, in relation to the MYS Information in it, does not contain any material misstatement that is false, misleading or deceptive in a material respect including because of any material omission from the MYS Information;
- (d) **review of Scheme Booklet:** review the drafts of the Scheme Booklet prepared by ROK and provide comments promptly on those drafts in good faith;
- (e) **Independent Expert's report:** subject to the Independent Expert entering into arrangements with MYS including in relation to confidentiality in a form reasonably acceptable to MYS, provide any assistance or information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's report to be sent together with the Scheme Booklet;

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- (f) **representation:** procure that (if it wishes to be represented) it is separately represented at the Court hearings convened for the purposes of section 411(4)(b) of the Corporations Act, at which hearings MYS will undertake (if requested by the Court) to do all such things and take all such steps within its power as are necessary in order to ensure the fulfilment of its obligations under this deed and the Scheme;
- (g) **Deed Poll:** on or before the Business Day prior to the First Court Date, enter into the Deed Poll;
- (h) **accuracy of MYS Information:** before a draft of the Scheme Booklet is lodged with ASIC, and again before the Scheme Booklet is despatched to ROK Shareholders, confirm to ROK the accuracy and completeness of the MYS Information in the Scheme Booklet, including that it does not contain any material misstatement that is false, misleading or deceptive in a material respect including because of any material omission from the MYS Information;
- (i) **Ineligible Foreign Shareholder Nominee:** appoint a nominee to sell the New MYS Shares of Ineligible Foreign Shareholders in accordance with the terms of the Scheme as referred to in clause 4.2(d);
- (j) **Share transfer:** if the Scheme becomes Effective, accept or, where an election is made under clause 4.1(b), procure that MYS Subsidiary accepts, a transfer of the ROK Shares as contemplated by clause 4.3(a);
- (k) **MYS 1H "Early Interim" 2012 Permitted Dividend:** declare and pay the MYS 1H "Early Interim" 2012 Permitted Dividend in accordance with its definition; and
- (l) **MYS Scheme Consideration:** if the Scheme becomes Effective, procure the provision of the Scheme Consideration in the manner and amount contemplated by clause 4 and in accordance with the terms of the Scheme.

#### 5.4 Content of Scheme Booklet

- (a) The parties agree that the Scheme Booklet will contain statements to the effect that:
  - (1) ROK is responsible for the content of the Scheme Booklet other than, to the maximum extent permitted by law, the MYS Information, the Independent Expert's report and the Investigating Accountant's report; and
  - (2) MYS is responsible for the MYS Information (and no other part of the Scheme Booklet).
- (b) If the parties disagree on the form or content of the Scheme Booklet, they must consult in good faith to try to settle an agreed form of the Scheme Booklet.
- (c) If within five Business Days of the consultation referred to in clause 5.4(b) having commenced there is still no agreement between the parties, the final form and content of the Scheme Booklet shall be determined by ROK, acting reasonably and if MYS disagrees with such final form and content:
  - (1) ROK must include a statement to that effect in the Scheme Booklet; and
  - (2) if ROK's concerns relate to MYS Information, ROK must include a statement that MYS takes no responsibility for the relevant form or

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content to the extent that MYS disagrees with the final form and content.

## 5.5 Conduct of business

(a) From the date of this deed up to and including the Implementation Date, each party must conduct, and must ensure that its Related Bodies Corporate conduct, their businesses in the ordinary and proper course of business (and must only incur capital expenditure in respect of any individual item in excess of \$100,000 in accordance with their respective YE12 Board Approved Budgets), in substantially the same manner and at the same locations as previously conducted and, to the extent inconsistent, use reasonable efforts to:

- (1) preserve intact current business organisations;
- (2) keep available the services of its current officers and employees;
- (3) consult with, and obtain the views of the other party, prior to the replacement or removal of any Key Management Personnel;
- (4) maintain and preserve its relationships with customers, suppliers, licensors, licensees and others having business dealings with it; and
- (5) maintain its business and assets, including maintaining at least its current level of insurance,

except to the extent that:

- (6) it is required to do, permitted to do or is permitted not to do, that thing under or in accordance with this deed; or
- (7) the other party consents otherwise (such consent not to be unreasonably withheld or delayed).

(b) Without limiting paragraph 5.5(a), from the date of this deed up to and including the Implementation Date, ROK must not, and must ensure that its Related Bodies Corporate do not, other than with the prior written consent of MYS, such consent not to be unreasonably withheld or delayed or, as required by law or provided under any superannuation scheme in effect on the date of this deed:

- (1) enter into or agree to enter into any new contract of service (including to vary any existing contract of service) with any Key Management Personnel or, except in the ordinary course of business, hire any employee or engage any contractor;
- (2) pay or agree to pay any retirement benefit or allowance to any Key Management Personnel which is not already contracted for;
- (3) accelerate the rights of any director or employee to compensation or benefits of any kind (including under any ROK executive or employee share plans);
- (4) make or agree to make any substantial change in the basis or amount of remuneration of any Key Management Personnel; or
- (5) pay any of its Key Management Personnel or other officer or employee a termination or retention payment.

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- (c) Without limiting paragraph 5.5(a), from the date of this deed up to and including the Implementation Date, ROK must notify MYS (together with reasonable details) as soon as practicable after it becomes aware that any supplier of a Material Business Service notifies ROK that such Material Business Service will not continue to be supplied or will only be supplied on materially less favourable terms.
- (d) ROK will use its best endeavours to obtain before 8.00am on the Second Court Date any necessary landlord consent in a form acceptable to MYS (acting reasonably) which provides all necessary consents so as to enable the lessee to install and use safes in respect of each of the Material Safe Premises, or continue to use any safe which has already been installed on the Material Safe Premises, without giving rise to any termination rights or entitlement for damages (or any other rights which may accrue in the landlord) in connection with the Material Safe Premises.

**5.6 ROK Board recommendations**

- (a) Subject to clause 5.6(b), the ROK Board must unanimously recommend that ROK Shareholders vote in favour of:
  - (1) the Scheme in the absence of a Superior Proposal and subject to the Independent Expert opining that the Scheme is in the best interests of ROK Shareholders; and
  - (2) all of the resolutions in the Scheme Booklet,at the Scheme Meeting and the Scheme Booklet must include a statement by the ROK Board to that effect (without the qualification regarding the Independent Expert's opinion).
- (b) The ROK Board collectively, and the members of the ROK Board individually, must not change, withdraw or modify its, his or her recommendation in favour of the Scheme unless:
  - (1) the Independent Expert does not conclude that the Transaction is in the best interests of the ROK Shareholders; or
  - (2) ROK receives a Superior Proposal, has notified MYS under clause 11.5 and either MYS has not made a Matching Proposal in accordance with clause 11.5 or the ROK Board has determined in accordance with clause 11.5 that a Matching Proposal which has been made is not more favourable to ROK Shareholders than the Competing Proposal.

**5.7 MYS Board**

On the Implementation Date, subject to the terms of the constitution of MYS (which allows a shareholder or shareholders to elect directors to the MYS Board and imposes a maximum limit on MYS Board members):

- (a) 1 ROK non-executive director as nominated by agreement between ROK and MYS will be appointed to the MYS Board; and
- (b) it is the intention of the MYS Board that the remainder of the MYS Board will comprise 7 non-executive directors and the Managing Director as nominated by MYS.

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**5.8 ROK Board**

On the Implementation Date and subject to the Scheme Consideration having been issued to Scheme Shareholders, ROK must procure that unless otherwise agreed by MYS and except for the ROK non-executive director contemplated in clause 5.7(a) (who will remain on the board of each ROK Group member if appointed to the MYS Board), all directors on each board of a ROK Group member resign and that contemporaneously nominees of MYS are appointed to each ROK Group member board in their stead.

**6 Implementation Committee**

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**6.1 Establishment and membership**

- (a) As soon as practicable after the date of this deed, the parties must establish an implementation committee to act as a forum for consultation and planning between the parties in relation to the implementation of the Scheme and integration planning (**Implementation Committee**).
- (b) The Implementation Committee, once established, shall remain in existence until the earlier of the Scheme Record Date and the termination of this deed in accordance with its terms (the **Disbandment Date**).
- (c) The Implementation Committee shall comprise up to 5 members of the management team of ROK and up to 5 members of the management team of MYS, and such other persons as the parties may agree from time to time.

**6.2 Functions**

The specific functions of the Implementation Committee shall be as follows:

- (a) to develop a framework or broad set of protocols to facilitate communications between the parties in relation to the Transaction from the Announcement Date until the Effective Date;
- (b) to act as the primary forum for the parties to agree on the form and content of the Scheme Booklet, and this will include consultation to resolve any dispute regarding the content of the draft Scheme Booklet as contemplated by clause 5.4;
- (c) to act as the primary forum for the parties to consult and/or agree on the matters requiring consultation and/or agreement;
- (d) to act as a forum for consultation and planning for the transition of the ownership of ROK and its businesses to MYS and the smooth implementation of MYS's plans for those businesses following the Implementation Date; and
- (e) such other matters as the Implementation Committee sees fit to carry out its role as a forum for consultation and planning between the parties in relation to the implementation of the Scheme and the integration of MYS and ROK.

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### 6.3 Meetings of Implementation Committee

The Implementation Committee must meet as often as is reasonably required and at least once per fortnight until the Disbandment Date.

### 6.4 No partnership

Subject to this deed, nothing in this clause 6 requires either party to act at the direction of the other. The business of each party and its Related Bodies Corporate will continue to operate independently of the other until the Implementation Date. The parties agree that nothing in this deed shall constitute the relationship of a partnership or joint venture between the parties.

### 6.5 Integration planning

Without limiting the generality of clause 6.2(d), after the date of this deed, both parties will co-operate with each other in good faith and use their respective best endeavours to progress the planning for the integration of MYS and ROK with the objective of bringing forward the realisation of the merger benefits as soon as reasonably possible after the Implementation Date. As part of this process, MYS and ROK agree to jointly develop a strategy to minimise the risk of attrition of employees, customers and outsourced service providers occurring as a result of the Transaction.

### 6.6 Access to information

- (a) From the date of this deed up to and including the Implementation Date, ROK must, if requested by MYS:
- (1) provide to MYS:
    - monthly financial information consistent with the information which has been customarily provided to the ROK Board;
    - minutes and board papers of any member of the ROK Group; and
    - asset and liability committee papers of any member of the ROK Group,promptly after the relevant meetings have taken place or promptly after the relevant document has been made available within the ROK Group (as the case may be); and
  - (2) subject to ROK considering the request for information to be reasonable, provide to MYS such further materials as MYS requires to implement the Transaction.
- (b) Nothing in this clause 6.6 requires ROK to provide information to MYS about a Competing Proposal, the assessment of a Competing Proposal or any advice in relation to a Competing Proposal except as required under clauses 11.4 and 11.5. Information of this nature may be withheld or redacted.



## **7 Representations and warranties**

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### **7.1 MYS's representations**

MYS represents and warrants to ROK (in its own right and separately as trustee or nominee for each of the other ROK Indemnified Parties) each of the MYS Representations and Warranties.

### **7.2 MYS's indemnity**

MYS agrees with ROK (in its own right and separately as trustee or nominee for each of the other ROK Indemnified Parties) to indemnify the ROK Indemnified Parties against any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising which ROK or any of the other ROK Indemnified Parties suffers, incurs or is liable for arising out of any breach of any of the MYS Representations and Warranties.

### **7.3 ROK's representations**

ROK represents and warrants to MYS (in its own right and separately as trustee or nominee for each of the other MYS Indemnified Parties) each of the ROK Representations and Warranties.

### **7.4 ROK's indemnity**

ROK agrees with MYS (in its own right and separately as trustee or nominee for each MYS Indemnified Party) to indemnify MYS and each of the other MYS Indemnified Parties from any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising which MYS or any of the other MYS Indemnified Parties suffers, incurs or is liable for arising out of any breach of any of the ROK Representations and Warranties.

### **7.5 Survival of representations**

Each representation and warranty referred to in clauses 7.1 and 7.3:

- (a) is severable; and
- (b) survives the termination of this deed.

### **7.6 Survival of indemnities**

Each indemnity in this deed (including those in clauses 7.2 and 7.4):

- (a) is severable;
- (b) is a continuing obligation;
- (c) constitutes a separate and independent obligation of the party giving the indemnity from any other obligations of that party under this deed; and
- (d) survives the termination of this deed.

### **7.7 Timing of warranties**

Each representation and warranty made or given under clauses 7.1 and 7.3 is given:

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- (a) at the date of this deed;
  - (b) at the date the Scheme Booklet is despatched to ROK Shareholders;
  - (c) at 8.00am on the date of the Scheme Meeting; and
  - (d) at 8.00am on the Second Court Date,
- or where expressed to be given at a particular time, at that time.

**8 Releases**

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**8.1 ROK directors and officers**

- (a) MYS releases its rights, and agrees with ROK that it will not make a claim, against any ROK Indemnified Party (other than ROK) as at the date of this deed in connection with:
  - (1) any breach of any representations, covenants and warranties of ROK or any member of the ROK Group in this deed; or
  - (2) any disclosures containing any statement which is false, misleading or deceptive whether in content or by omission,except where the ROK Indemnified Party has not acted in good faith, has been negligent or has engaged in wilful misconduct or fraudulent conduct.
- (b) This clause is subject to any Corporations Act restriction and will be read down accordingly. ROK receives and holds the benefit of this clause to the extent it relates to each ROK Indemnified Party as trustee for each of them.

**8.2 MYS directors and officers**

- (a) ROK releases its rights, and agrees with MYS that it will not make a claim, against any MYS Indemnified Party (other than MYS) as at the date of this deed in connection with:
  - (1) any breach of any representations, covenants and warranties of MYS or any member of the MYS Group in this deed; or
  - (2) any disclosure containing any statement which is false, misleading or deceptive whether in content or by omission,except where the MYS Indemnified Party has not acted in good faith, has been negligent or has engaged in wilful misconduct or fraudulent conduct.
- (b) This clause is subject to any Corporations Act restriction and will be read down accordingly. MYS receives and holds the benefit of this clause to the extent it relates to each MYS Indemnified Party as trustee for each of them.

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**9 Public announcement**

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Immediately after the execution of this deed, ROK and MYS must issue public announcements in a form agreed between the parties.

**10 Confidentiality**

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**10.1 Mutual Confidentiality Agreement**

ROK and MYS acknowledge and agree that they continue to be bound by the Mutual Confidentiality Agreement and accept that, for so long as this deed remains on foot, the terms of this deed will prevail over the Mutual Confidentiality Agreement to the extent of any inconsistency.

**10.2 Survival of obligations**

The rights and obligations of the parties under the Mutual Confidentiality Agreement survive termination of this deed.

**10.3 Joint presentations**

- (a) Subject to clause 10.3(b), ROK and MYS acknowledge and agree that any announcement or presentation to any third party in relation to the Transaction must be made:
  - (1) jointly by ROK and MYS; or
  - (2) by a party with the prior written approval of the other party,and that an announcement or presentation which complies with this clause 10.3 will not breach this deed or the Mutual Confidentiality Agreement.
- (b) Notwithstanding any provision of the Mutual Confidentiality Agreement or this deed, either party may make an announcement or disclosure in relation to the Transaction in a form not approved by the other party if:
  - (1) immediate disclosure is required by law; and
  - (2) before making such disclosure, to the extent practicable the disclosing party has given the other party reasonable written notice of the full circumstances of the required disclosure together with the information which the disclosing party proposed to disclose, and consults with the other party to the extent practicable as to the form of the disclosure except that ROK is not required to provide such notice or to consult with MYS if a required disclosure by ROK relates to a Competing Proposal or a change of recommendation permitted by clause 5.6.

**10.4 Disclosure documents**

Notwithstanding any provision of the Mutual Confidentiality Agreement or this deed, either party (**Requesting Party**) may request that the other (**Other Party**) authorise and



consent to the inclusion of confidential information in a disclosure document or securities or product offering document prepared by the Requesting Party, whether issued in this jurisdiction or otherwise, and the Other Party must act reasonably in deciding whether or not to approve such inclusion.

## 11 No-talk and no-shop obligations

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### 11.1 No-talk

Subject to clause 11.3, during the Restricted Period, ROK must not, and must ensure that none of its Representatives, Related Bodies Corporate and none of their Representatives (including for the avoidance of doubt any Financial Advisors):

- (a) directly or indirectly participate in or continue any discussions or negotiations;
- (b) provide or make available any information (including by way of providing information and access to perform due diligence);
- (c) enter into any agreement, arrangement or understanding; or
- (d) communicate any intention to do any of these things, in relation to, or which may reasonably be expected to lead to, a Competing Proposal.

### 11.2 No-shop

During the Restricted Period, ROK must not, and must ensure that none of its Representatives, Related Bodies Corporate and none of their Representatives (including for the avoidance of doubt any Financial Advisors):

- (a) solicit (including by way of providing information concerning ROK to any person) or invite, directly or indirectly, enquiries, discussions or proposals in relation to, or which may reasonably be expected to lead to, a Competing Proposal; or
- (b) communicate to any person an intention to do any of the things referred to in clause 11.2(a).

### 11.3 Limitation to No-talk

- (a) ROK, its Related Bodies Corporate and their Representatives may undertake any action that would otherwise be prohibited by clause 11.1 in relation to a bona fide Competing Proposal which was received after the date of this deed and which was not solicited by it and was not otherwise brought about as a result of any breach by it of its obligations under this clause 11, where the Competing Proposal constitutes, or would be likely to constitute, a Superior Proposal and:
  - (1) the Board of ROK, acting in good faith and after having obtained written advice from its legal advisers, determines, that not undertaking that act would be likely to involve a breach of the fiduciary or statutory duties owed by any ROK director; or
  - (2) it would otherwise be unlawful.

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#### 11.4 Notification of approaches

During the Restricted Period, ROK must notify MYS in writing if it, or any of its Related Bodies Corporate or any of their Representatives becomes aware of any:

- (a) negotiations or discussions, approach or attempt to initiate any negotiations or discussions, or intention to make such an approach or attempt to initiate any negotiations or discussions of a kind referred to in clause 11.1 or 11.2 including details of the party making the expression of interest, offer or proposal, their terms and any updates to the expression of interest, offer or proposal;
- (b) proposal whether written or otherwise made to ROK or any of its Related Bodies Corporate or Representatives, in connection with, or in respect of any exploration or consummation of, a Competing Proposal or a proposed or potential Competing Proposal, whether unsolicited or otherwise, including details of the party making the proposal, the terms of the proposal and any updates to the proposal;
- (c) provision by ROK, Related Bodies Corporate or Representatives of any information relating to ROK or any of its Related Bodies Corporate or any of their businesses or operations to any person in connection with or for the purposes of a current or future Competing Proposal; and
- (d) action by ROK, or any intention of it to take any action, in reliance on clause 11.3.

#### 11.5 Matching right

- (a) ROK:
  - (1) must not enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which a third party and/or ROK proposes to undertake or give effect to a Competing Proposal; and
  - (2) must use its best endeavours to procure that none of its directors change their recommendation in favour of the Transaction to publicly recommend a Competing Proposal, unless,
    - (3) the ROK Board acting in good faith determines that the Competing Proposal would be or would be likely to be a Superior Proposal;
    - (4) ROK has provided MYS with the material terms and conditions of the Competing Proposal, including price and the identity of the party making the Competing Proposal; and
    - (5) ROK has given MYS at least 5 Business Days after the provision of the information referred to in clause 11.5(a)(4) to provide a matching or superior proposal to the terms of the Competing Proposal (the **Matching Proposal**).
- (b) If the ROK Board determines in good faith that the Matching Proposal is more favourable to ROK Shareholders than the Competing Proposal, then:

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- (1) the parties will use their best endeavours to pursue an announcement of the Matching Proposal as soon as reasonably practicable;
- (2) the ROK Board will recommend the Matching Proposal in the absence of a more favourable proposal and subject to the Independent Expert opining that the Matching Proposal is in the best interests of ROK Shareholders;
- (3) if the Matching Proposal contemplates an amendment to the Scheme, the parties must enter into a deed amending this deed in relation to the Scheme and reflecting the Matching Proposal; and
- (4) ROK must not take any of the steps referred to in clauses 11.5(a)(1) and 11.5(a)(2).

## 12 Payment of costs

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### 12.1 Background to Reimbursement Fee

- (a) MYS and ROK acknowledge that, if they enter into this deed and the Transaction is subsequently not implemented, each of MYS and ROK will incur significant costs.
- (b) In these circumstances, provision has been made for the payments outlined in clauses 12.3 and 12.4 (as applicable), without which MYS and ROK would not have entered into this deed or otherwise agreed to implement the Transaction.
- (c) The boards of MYS and ROK each believes, having taken advice from their respective external lawyers and financial advisers, that the Transaction will provide benefits to each of MYS and ROK and that it is appropriate for MYS and ROK to agree to the payments referred to in clauses 12.3 and 12.4 (as applicable) in order to secure MYS and ROK participation in the Transaction.

### 12.2 Nature of payment

The payment outlined in either clauses 12.3 or 12.4 (as applicable) is intended to be an amount to compensate MYS or ROK (as applicable) for:

- (a) advisory costs (including costs of advisors other than success fees);
- (b) costs of management and directors' time;
- (c) out-of-pocket expenses; and
- (d) reasonable opportunity costs incurred by MYS or ROK (as applicable) in pursuing the Scheme or in not pursuing other alternative acquisitions or strategic initiatives which MYS or ROK (as applicable) could have developed to further its business and objectives.

### 12.3 Payment by ROK to MYS

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- (a) prior to the earlier of the Effective Date or the End Date, any member of the ROK Board fails to recommend or withdraws or adversely modifies his or her support of the Scheme or his or her recommendation that ROK Shareholders vote in favour of the Scheme, or makes a public statement indicating that they no longer support the Scheme or that they support a Competing Proposal, other than:
  - (1) as a result of the Independent Expert opining that the Scheme is not in the best interests of Scheme Shareholders (other than where the reason for that opinion is a Competing Proposal);
  - (2) as a result of any matter or thing giving ROK the right to terminate under clauses 14.1(a)(1), 14.1(a)(2) or 14.1(a)(4); or
  - (3) as a result of a failure of a condition precedent in clause 3.1 (except the conditions precedent in clauses 3.1(b), 3.1(e) or 3.1(n)), other than as a result of a breach by ROK of clause 3.2;
- (b) a Competing Proposal is announced or made prior to the earlier of the Effective Date or the End Date (whether or not such proposal is stated to be subject to any pre-conditions) and, within 12 months after the date of this deed, a person other than MYS (or its associates) completes a Competing Proposal; or
- (c) at any time prior to the earlier of the Effective Date or the End Date, a person, other than a member of the MYS Group, acquires or agrees to acquire the whole or a substantial part of the ROK Group's assets, business or property (whether by way of acquisition, amalgamation, scheme of arrangement or otherwise),

then ROK must pay MYS the Reimbursement Amount in accordance with clause 12.5.

#### **12.4 Payment by MYS to ROK**

If MYS is in material breach of any clause of this deed (including a material breach of a MYS Representation and Warranty) and ROK terminates this deed pursuant to clause 14.1(a)(2) as a result, then MYS must pay ROK the Reimbursement Amount in accordance with clause 12.5.

#### **12.5 Satisfaction of payment obligation**

- (a) The offending party must pay the amount claimed under clauses 12.3 and 12.4 (as applicable) within 14 days after receipt by that party of a demand for payment from the other party unless a finding has been made by a court, Takeovers Panel, regulatory authority or tribunal as described in clause 12.6, or an application has been made to such a body seeking such a finding.
- (b) A party's obligation to make the payment referred to in clause 12.5(a) will be satisfied by the payment of the relevant amount in immediately available funds to the account nominated by the other party for the purposes of this clause.

#### **12.6 Compliance with law**

- (a) No amount shall be payable by a party under clause 12.5 if the Scheme becomes Effective, notwithstanding the occurrence of any event in clauses 12.3 and 12.4. To the extent that any amounts have already been paid under this

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clause 12 and the Scheme becomes Effective, such amounts shall be immediately refunded to that party.

- (b) This clause 12 does not impose an obligation to make the payment referred to in clause 12.5(a) to the extent (and only to the extent) that the obligation to pay the amount
  - (1) constitutes unacceptable circumstances as declared by the Takeovers Panel; or
  - (2) is held to be unenforceable by one party against the other as determined by a court,

after all proper avenues of appeal and review, whether judicial or otherwise, have been exhausted. The parties must take all reasonable steps to ensure that any such determination applies to the minimum extent possible. To the extent any amounts have been paid by a party which it is not obliged to pay because of this clause 12.6(b), such amounts shall be immediately refunded to that party.

- (c) The parties must not make or cause or permit to be made, any application to a court or the Takeovers Panel for or in relation to a determination referred to in clause 12.6(b).

**12.7 Limit on liability**

Despite anything contained in this deed:

- (a) a party can only ever be liable to pay the Reimbursement Amount once; and
- (b) where the Reimbursement Amount becomes payable by ROK under clause 12.3 or MYS under clause 12.4, and is actually paid, MYS or ROK (as applicable) cannot make any claim against the other party for payment of any subsequent Reimbursement Amount.

**12.8 Exclusion of certain losses**

No party is liable to any other party for any loss or damage resulting from a breach of this deed:

- (a) which does not arise naturally or in the usual course of things from that breach; or
- (b) which constitutes, or arises from or in connection with, a loss of revenue, profit or opportunity, loss of goodwill or loss of business reputation, even if that loss arises naturally or in the usual course of things from that breach.

**13 Conduct of Court proceedings**

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- (a) ROK and MYS are entitled to separate representation at all Court proceedings affecting the Transaction.
- (b) This deed does not give ROK or MYS any right or power to give undertakings to the Court for or on behalf of the other party without that party's written consent.

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- (c) ROK and MYS must give all undertakings to the Court in all Court proceedings which are reasonably required to obtain Court approval and confirmation of the Transaction as contemplated by this deed.

## 14 Termination

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### 14.1 Termination

- (a) Without prejudice to any other rights of termination under this deed, ROK may terminate this deed by written notice to MYS at any time before 8.00am on the Second Court Date if:
  - (1) there is a MYS Material Adverse Change;
  - (2) MYS is in breach of this deed (including a breach of a MYS Representation and Warranty under clause 7) and:
    - (A) that breach is material;
    - (B) ROK has given written notice to MYS setting out the breach and stating an intention to terminate this deed if the breach is not remedied; and
    - (C) the breach is not remedied by MYS within 5 Business Days (or any shorter period ending at 5.00pm on the day before the Second Court Date) from the time the notice is given in accordance with clause 14.1(a)(2)(B);
  - (3) a majority of the ROK Board changes or withdraws their recommendation to ROK Shareholders to vote in favour of the Scheme, or recommends a Competing Proposal in each case in accordance with, and without breaching, clause 5.6; or
  - (4) a Court or Government Agency has taken any action permanently restraining or otherwise prohibiting the Transaction, or has refused to do any thing necessary to permit the Transaction, and the action or refusal has become final and cannot be appealed or the parties' respective external legal advisers have advised that there is no reasonable prospect of a successful appeal.
- (b) Without prejudice to any other rights of termination under this deed, MYS may terminate this deed by written notice to ROK at any time before 8.00am on the Second Court Date if:
  - (1) there is a ROK Material Adverse Change;
  - (2) ROK is in breach of this deed (including a breach of a ROK Representation and Warranty under clause 7) and:
    - (A) that breach is material;
    - (B) MYS has given written notice to ROK setting out the breach and stating an intention to terminate this deed if the breach is not remedied; and

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- (C) the breach is not remedied by ROK within 5 Business Days (or any shorter period ending at 5.00pm on the day before the Second Court Date) from the time the notice is given in accordance with clause 14.1(b)(2)(B);
- (3) a majority of the ROK Board changes or withdraws their recommendation to ROK Shareholders to vote in favour of the Scheme, or recommends a Competing Proposal in each case whether in accordance with clause 5.6 or not; or
- (4) a Court or Government Agency has taken any action permanently restraining or otherwise prohibiting the Transaction, or has refused to do any thing necessary to permit the Transaction, and the action or refusal has become final and cannot be appealed or the parties' respective external legal advisers have advised that there is no reasonable prospect of a successful appeal.

## 14.2 Effect of termination

If this deed is terminated by either party under clauses 3.4(b) or 14.1 except to the extent that the termination results from a breach by either party of its obligations under this deed, this deed will become void and have no effect, without any liability or obligation on the part of any party, other than in relation to rights and obligations that accrued prior to termination and other than in relation to the provisions of this clause 14 and of clauses 1 (Definitions and interpretation), 7.5 to 7.7 (Representations and warranties), 8 (Releases) 10 (Confidentiality), 12 (Payment of costs), 15 (Duty, costs and expenses), 16 (GST) and 17 (General), which will remain in force after termination.

## 14.3 Remedies

The parties acknowledge that damages may not be a sufficient remedy for breach of this deed. Specific performance, injunctive relief or any other remedies which would otherwise be available in equity or law are available as a remedy for a breach or threatened breach of this deed by any party, notwithstanding the ability of any party to terminate this deed or seek damages for such a breach or threatened breach.

## 15 Duty, costs and expenses

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### 15.1 Stamp duty

MYS must pay all stamp duties and any fines and penalties with respect to stamp duty in respect of this deed or the Scheme or the steps to be taken under this deed or the Scheme.

### 15.2 Costs and expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this deed and the proposed, attempted or actual implementation of this deed and the Transaction.

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## 16 GST

- (a) Any consideration or amount payable under this deed, including any non-monetary consideration (as reduced in accordance with clause 16(e) if required) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this deed, an additional amount (**Additional Amount**) is payable by the party providing consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.
- (c) The Additional Amount payable under clause 16(b) is payable at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice. However, the Additional Amount is only payable on receipt of a valid Tax Invoice.
- (d) If for any reason (including the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 16(b):
- (1) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
  - (2) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
  - (3) the Supplier must notify the Recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within 7 days after receiving such notification, as appropriate. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 14 days after becoming aware of the occurrence of the Adjustment Event.
- (e) Despite any other provision in this deed:
- (1) if an amount payable under or in connection with this deed (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred; and
  - (2) no Additional Amount is payable under clause 16(b) in respect of a Supply to which s 84-5 of the GST Law applies.
- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a member is entitled.

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- (g) Any term in this clause 16 starting with a capital letter that is not defined in this deed has the same meaning as the term has in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

**17 General**

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**17.1 No representation or reliance**

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed and (to the maximum extent permitted by law) all other representations, warranties and conditions implied by statute or otherwise in relation to any matter relating to this deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this deed.
- (c) Each party acknowledges and confirms that clauses 17.1(a) and 17.1(b) do not prejudice any rights a party may have in relation to information which has been filed by the other party with ASIC or the ASX.


**17.2 No merger**

The rights and obligations of the parties do not merge on completion of the Transaction. They survive the execution and delivery of any assignment or other document entered into for the purpose of implementing the Transaction.

**17.3 Notices**

Any communication under or in connection with this deed:

- (a) must be in legible writing;
- (b) must be addressed as shown below:

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Party	Address	Addressee	Email
MYS	23 Paterson Street, Launceston, Tasmania, 7250	Paul Viney, Chief Financial Officer and Company Secretary	paul.viney@mystatelimited.com.au
ROK	102 Bolsover Street, Rockhampton, Queensland 4700	Stuart McDonald Managing Director	stuart.mcdonald@therock.com.au

(or as otherwise notified by that party to the other party from time to time);


- (c) must be signed by the party making the communication or by a person duly authorised by that party;
- (d) must be delivered to the address, or sent by email to the email address, of the addressee, in accordance with clause 17.3(b); and
- (e) is regarded as received by the addressee:
  - (1) if emailed, when a delivery confirmation report is received by the sender which records the time that email was delivered to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee), unless it is not a Business Day, or is after 5.00pm on a Business Day, when that communication will be regarded as received at 9.00am on the next Business Day; and
  - (2) if delivered by hand, on delivery at the address of the addressee as provided in clause 17.3(b), unless delivery is not made on a Business Day, or after 5.00pm on a Business Day, when that communication will be regarded as received at 9.00am on the next Business Day.

#### 17.4 Governing law and jurisdiction

- (a) This deed is governed by the laws of Queensland.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

#### 17.5 Waivers

- (a) Failure to exercise or enforce, a delay in exercising or enforcing, or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed by any party does not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) Any waiver or consent given by any party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.

22  


- (c) No waiver of a breach of any term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

**17.6 Variation**

This deed may only be varied by a document signed by or on behalf of each of the parties.

**17.7 Assignment**

A party may not assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of the other party.

**17.8 Further action**

Each party will do all things and execute all further documents necessary to give full effect to this deed.

**17.9 Entire agreement**

This deed supersedes all previous agreements, understandings, negotiations or deeds (including the Term Sheet but excluding the Mutual Confidentiality Agreement) in respect of its subject matter and, it and the Mutual Confidentiality Agreement, embody the entire agreement between the parties.

**17.10 Counterparts**

This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.

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[Signature]

Table of contents

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**MYS Representations and Warranties** 44

**ROK Representations and Warranties** 47

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**MYS Representations and Warranties**

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MYS represents and warrants to ROK (in its own right and separately as trustee or nominee for each of the other ROK Indemnified Parties) that:

- (a) **MYS Information:** the **MYS Information** contained in the Scheme Booklet:
  - (1) will be prepared and included in the Scheme Booklet in good faith;
  - (2) will comply in all material respects with the requirements of the Corporations Act, Corporations Regulations, Listing Rules and relevant ASIC regulatory guides;
- (b) **Information provided to the Independent Expert:** all information provided by **MYS** to the Independent Expert will be provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing its report for inclusion in the Scheme Booklet;
- (c) **Information provided to the Investigating Accountant:** all information provided by **MYS** to the Investigating Accountant will be provided in good faith and on the understanding that the Investigating Accountant will rely on that information for the purpose of preparing its report for inclusion in the Scheme Booklet;
- (d) **Not misleading:** the **MYS Information** provided for inclusion in the Scheme Booklet, as at the date the Scheme Booklet is despatched to ROK Shareholders, will not contain any statement which is materially misleading or deceptive including by way of omission from that **MYS Information**;
- (e) **Updating **MYS Information**:** it will, as a continuing obligation, provide to ROK all such further or new information which comes to the attention of **MYS Key Management Personnel** after the Scheme Booklet has been despatched until the Scheme Meeting which is necessary to ensure that the **MYS Information** is not misleading or deceptive in any material respect (including because of any material omission);
- (f) **Conduct of business:** **MYS** has complied with clause 5.5(a) in relation to the conduct of the businesses of **MYS** and its Related Bodies Corporate;
- (g) **Continuous disclosure:** **MYS** has complied in all material respects with its continuous disclosure obligations under Listing Rule 3.1 and, other than as fairly disclosed to ROK, it is not relying on the carve-out in Listing Rule 3.1A to withhold any material information from public disclosure;
- (h) **Untrue statements:** **MYS** and the **MYS Group** (including their Representatives) have not filed any document with ASX, ASIC or APRA which contains a statement which is incorrect or misleading in a material particular or from which there is a material omission which has resulted in or could reasonably be expected to result in a **MYS Material Adverse Change**;

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- (i) **Validly existing:** it is a validly existing corporation registered under the laws of its place of incorporation;
- (j) **Authority:** the execution and delivery of this deed has been properly authorised by all necessary corporate action of MYS;
- (k) **Power:** It has full corporate power and lawful authority to execute, deliver and perform this deed;
- (l) **No default:** this deed does not conflict with or result in the breach of or a default under:
  - (1) MYS's constitution or other constituent documents; or
  - (2) any writ, order or injunction, judgment, law, rule or regulation to which it is party or by which it is bound;
- (m) **Capital structure:** there are 67,439,158 MYS Shares on issue and, with the exception of issues required to be made pursuant to employee incentive plans as disclosed to ROK prior to the date of this deed, MYS has not issued or agreed to issue any other securities, options, performance rights or instruments which are still outstanding (or become outstanding) and may convert into MYS Shares;
- (n) **Due diligence information:**
  - (1) all information that MYS has provided to ROK under the due diligence process or otherwise (the **MYS Due Diligence Information**) is not materially inaccurate and not misleading or deceptive (including because of material omissions) in any material respect;
  - (2) MYS has not withheld from the MYS Due Diligence Information any information that is known to MYS to be material to ROK;
  - (3) the MYS Due Diligence Information has been collated with all reasonable care and skill;
  - (4) MYS has provided to ROK true and complete copies of all Material Contracts and all material details (in writing) of all Material Liabilities as at the date of this deed;
- (o) **Payment of MYS 2H "Final" 2011 Permitted Dividend and MYS 1H "Early Interim" 2012 Permitted Dividend:** the MYS 2H "Final" 2011 Permitted Dividend and the MYS 1H "Early Interim" 2012 Permitted Dividend will be declared and paid in accordance with this deed;
- (p) **Franking of MYS 2H "Final" 2011 Permitted Dividend and MYS 1H "Early Interim" 2012 Permitted Dividend:** neither the MYS 2H "Final" 2011 Permitted Dividend nor the MYS 1H "Early Interim" 2012 Permitted Dividend will be over-franked so as to cause MYS to be liable to pay franking deficit tax imposed by the *New Business Tax System (Franking Deficit Tax) Act 2002*;
- (q) **No default:** except as disclosed in the MYS Due Diligence Information, no member of the MYS Group is in default under any material document, agreement or instrument binding on it nor has anything occurred which is or would with the giving of notice or lapse of time constitute an event of default, prepayment event or similar event, or give another party thereto a termination right or right to accelerate any right or obligation, under any such material document or agreement with such an effect; and

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- (r) **Related Party transactions:** the MYS Due Diligence Information contains copies of all material agreements or arrangements between any member of the MYS Group and any Key Management Personnel of the MYS Group or person with a substantial holding in MYS.

Handwritten initials and signatures in the bottom right corner of the page. The initials appear to be 'R P' and 'M', with a signature below them.

**ROK Representations and Warranties**

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ROK represents and warrants to MYS (in its own right and separately as trustee or nominee for each of the other MYS Indemnified Parties) that:

- (a) **Information in Scheme Booklet:** the information contained in the Scheme Booklet (other than the MYS Information and the Independent Expert's report):
  - (1) will be prepared and included in the Scheme Booklet in good faith;
  - (2) will comply in all material respects with the requirements of the Corporations Act, Corporations Regulations, Listing Rules and relevant ASIC regulatory guides;
- (b) **Information provided to the Independent Expert:** all information provided by ROK to the Independent Expert will be provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing its report for inclusion in the Scheme Booklet;
- (c) **Information provided to the Investigating Accountant:** all information provided by ROK to the Investigating Accountant will be provided in good faith and on the understanding that the Investigating Accountant will rely on that information for the purpose of preparing its report for inclusion in the Scheme Booklet;
- (d) **Scheme Booklet:** no information (other than the MYS Information and the Independent Expert's report) contained in the Scheme Booklet, as at the date the Scheme Booklet is despatched to ROK Shareholders, will contain any statement which is materially misleading or deceptive, including by way of omission from that statement;
- (e) **Updating information:** it will, as a continuing obligation, ensure that the Scheme Booklet (but in respect of MYS Information, subject to MYS complying with its obligations to update MYS Information) will be updated by all such further or new information which comes to the attention of ROK Key Management Personnel after the Scheme Booklet has been despatched until the Scheme Meeting which is necessary to ensure that the Scheme Booklet is not misleading or deceptive in any material respect (including because of any material omission);
- (f) **Conduct of business:** ROK has complied with clause 5.5 in relation to the conduct of the businesses of ROK and its Related Bodies Corporate;
- (g) **Continuous disclosure:** ROK has complied in all material respects with its continuous disclosure obligations under Listing Rule 3.1 and, other than as fairly disclosed to MYS, it is not relying on the carve-out in Listing Rule 3.1A to withhold any material information from public disclosure;
- (h) **Untrue statements:** ROK and the ROK Group (including their Representatives) have not filed any document with ASX, ASIC or APRA which contains a

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statement which is incorrect or misleading in a material particular or from which there is a material omission which has resulted in or could reasonably be expected to result in a ROK Material Adverse Change;

- (i) **Validly existing:** it is a validly existing corporation registered under the laws of its place of incorporation;
- (j) **Authority:** the execution and delivery of this deed has been properly authorised by all necessary corporate action of ROK;
- (k) **Power:** ROK has full corporate power and lawful authority to execute and deliver this deed;
- (l) **No default:** this deed does not conflict with or result in the breach of or a default under:
  - (1) ROK's constitution or other constituent documents; or
  - (2) any writ, order or injunction, judgment, law, rule or regulation to which it is party or by which it is bound;
- (m) **Capital structure:** there are 25,161,601 ROK Shares on issue and ROK has not issued or agreed to issue any other securities, options, performance rights or instruments which are still outstanding (or become outstanding) and may convert into ROK Shares;
- (n) **Information:** if, after the date of this deed, ROK has provided written information about the ROK Group to a third party (in reliance on clause 11.3) and that information was not disclosed to MYS prior to the date of this deed, that information has been made available to MYS;
- (o) **ROK Board's recommendation:** each ROK director has communicated to ROK that they each intend (in the absence of a Superior Proposal) to unanimously publicly recommend that ROK Shareholders vote in favour of the Scheme, and to vote, or procure the voting, of any ROK Shares held by or on their behalf at the time of the Scheme Meeting in favour of the Scheme, and so far as ROK is aware, they have not changed their intention;
- (p) **Due diligence information:**
  - (1) all information that ROK has provided to MYS under the due diligence process or otherwise (the **ROK Due Diligence Information**) is not materially inaccurate and not misleading or deceptive (including because of any material omissions) in any material respect;
  - (2) ROK has not withheld from the ROK Due Diligence Information any information that is known to ROK to be material to MYS as an acquirer of Scheme Shares;
  - (3) the ROK Due Diligence Information has been collated with all reasonable care and skill;
  - (4) ROK has provided to MYS true and complete copies of all Material Contracts and all material details (in writing) of all Material Liabilities as at the date of this deed;
- (q) **Insurances:**



- (1) at all material times, each member of the ROK Group has been, and is at the date of this deed, adequately insured by valid insurances containing no special or unusual terms and conditions against accident, damage, injury, third party loss (including product liability), loss of profits and any other risks normally insured by a prudent person operating a similar type of business;
- (2) complete and accurate particulars of all current insurance policies taken out in respect of ROK, each Related Body Corporate of ROK, and each of their businesses as at the date of this deed (the **Insurances**) are included in the ROK Due Diligence Information;
- (3) each Insurance is currently in full force and effect and all applicable premiums due have been paid;
- (4) nothing has been done or omitted to be done by a member of the ROK Group that would make any Insurance void or voidable or that would permit an insurer to cancel the policy or refuse or materially reduce a claim or materially increase the premiums payable under the Insurances;
- (5) there are no outstanding Insurance claims made by the ROK, a Related Body Corporate of ROK or any person on behalf of any of them under an Insurance or an insurance policy previously held by any of them and that all known occurrences that might give rise to a claim have been reported to the insurer/carrier in line with relevant reporting procedures;
- (r) **Consents:** subject to the terms of or as set out in this deed, a member of the ROK Group does not require any consent, approvals or waivers from a third party to implement the Transaction;
- (s) **Payment of ROK 2H "Final" 2011 Permitted Dividend and ROK 1H "Early Interim" 2012 Permitted Dividend:** the ROK 2H "Final" 2011 Permitted Dividend and ROK 1H "Early Interim" 2012 Permitted Dividend will be declared and paid in accordance with this deed;
- (t) **ROK 2H "Final" 2011 Permitted Dividend and ROK 1H "Early Interim" 2012 Permitted Dividend:** neither the ROK 2H "Final" 2011 Permitted Dividend nor the ROK 1H "Early Interim" 2012 Permitted Dividend will be over-franked so as to cause ROK to be liable to pay franking deficit tax imposed by the *New Business Tax System (Franking Deficit Tax) Act 2002*;
- (u) **ROK 1H "Early Interim" 2012 Permitted Dividend allowance:** the \$2.85 million allowance referred to in item 5 of the definition of ROK 1H "Early Interim" 2012 Permitted Dividend will not be less than the sum of the actual:
  - (1) advisory and transaction costs and expenses in connection with the Transaction;
  - (2) costs and expenses associated with the redundancies or termination of Key Management Personnel of ROK in respect of the half year ended 31 December 2011 and in connection with the Transaction;
- (v) **No default:** except as disclosed in the ROK Due Diligence Information, no member of the ROK Group is in default under any material document, agreement or instrument binding on it nor has anything occurred which is or would with the giving of notice or lapse of time constitute an event of default,

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prepayment event or similar event, or give another party thereto a termination right or right to accelerate any right or obligation, under any such material document or agreement with such an effect; and

- (w) **Related Party transactions:** the ROK Due Diligence Information contains copies of all material agreements or arrangements between any member of the ROK Group and any Key Management Personnel of the ROK Group or person with a substantial holding in ROK.


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Signing page

Executed as a deed

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Signed by  
MyState Limited  
by

sign here >   
Company Secretary/Director

print name MICHAEL J VERIGAN

sign here >   
Director

print name COLIN M. HOLLINGSWORTH

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Signed by  
The Rock Building Society Limited  
by

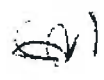
sign here >   
Company Secretary/Director

print name STUART JAMES McDONALD

sign here >   
Director

print name BRADFORD WILLIAM ROSS BEASLEY

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# Attachments

## Attachment A

Scheme

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## Scheme of arrangement

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

Between the parties

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**The Rock Building Society Limited (ABN 16 067 765 717)**  
of 102 Bolsover Street, Rockhampton, Queensland 4700  
(ROK)

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Each person registered as a holder of fully paid ordinary shares in  
ROK in the ROK Share Register as at the Scheme Record Date  
(Scheme Shareholders)

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### 1 Definitions and interpretation

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#### 1.1 Definitions

The meanings of the terms used in this Scheme are set out below.

<b>Term</b>	<b>Meaning</b>
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited ABN 98 008 624 691.
<b>Business Day</b>	a business day as defined in the Listing Rules.
<b>CHESS</b>	the clearing house electronic sub-register system of share transfers operated by ASX Settlement and Transfer Corporation Pty Ltd (ACN 008 504 532).
<b>Corporations Act</b>	the <i>Corporations Act 2001 (Cth)</i> .

<b>Court</b>	the Supreme Court of Queensland or such other court of competent jurisdiction under the Corporations Act agreed to in writing by MYS and ROK.
<b>Deed Poll</b>	the deed poll dated <i>[insert]</i> executed by MYS under which MYS covenants in favour of the Scheme Shareholders to perform its obligations under this Scheme.
<b>Effective</b>	when used in relation to the Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the Court order made under section 411(4)(b) of the Corporations Act in relation to this Scheme.
<b>Effective Date</b>	the date on which this Scheme becomes Effective.
<b>End Date</b>	28 February 2012.
<b>Implementation Date</b>	the fifth Business Day after the Scheme Record Date, or such other day as ROK and MYS agree.
<b>Ineligible Foreign Shareholder</b>	means a Scheme Shareholder whose address shown in the ROK Registry as at the Scheme Record Date is a place outside Australia and its external territories and New Zealand, unless MYS and ROK agree in writing that it is lawful and not unduly onerous or impracticable to issue that Scheme Shareholder with New MYS Shares when the Scheme becomes Effective.
<b>MYS</b>	MyState Limited (ABN 26 133 623 962) of 23 Paterson Street, Launceston, Tasmania 7250.
<b>MYS 1H "Early Interim" 2012 Permitted Dividend</b>	<p>MYS's interim dividend for the half year ending 31 December 2011 which:</p> <ol style="list-style-type: none"> <li>1 is declared and paid in the ordinary course of business;</li> <li>2 is in an amount not exceeding 15.0 cents per MYS Share;</li> <li>3 has a record date that is prior to the Scheme Record Date;</li> <li>4 is paid prior to the Implementation Date; and</li> <li>5 does not result in a liability for franking deficit tax under the <i>New Business Tax System (Franking Deficit Tax) Act 2002</i>.</li> </ol>
<b>MYS 2H "Final" 2011 Permitted Dividend</b>	<p>MYS's final dividend for the financial year ending 30 June 2011 which:</p> <ol style="list-style-type: none"> <li>1 is declared and paid in the ordinary course of MYS's business;</li> <li>2 is in an amount not exceeding 15.0 cents per MYS Share;</li> <li>3 has a record date that is prior to 30 September 2011;</li> <li>4 is paid prior to 31 October 2011; and</li> </ol>

5 does not result in a liability for franking deficit tax under the *New Business Tax System (Franking Deficit Tax) Act 2002*.

<b>MYS Share</b>	a fully paid ordinary share of MYS.
<b>MYS Subsidiary</b>	a subsidiary of MYS in respect of which MYS has made an election under the Scheme Implementation Deed that that subsidiary acquire the Scheme Shares under the Scheme.
<b>New MYS Share</b>	MYS Shares to be issued pursuant to the Scheme as Scheme Consideration.
<b>Registered Address</b>	in relation to a ROK Shareholder, the address shown in the ROK Share Register.
<b>Registrar</b>	the person for the time being responsible for the maintenance of the ROK Share Register.
<b>Related Body Corporate</b>	the meaning given in the Corporations Act.
<b>ROK</b>	The Rock Building Society Limited (ABN 16 067 765 717) of 102 Bolsover Street, Rockhampton, Queensland 4700.
<b>ROK Share</b>	a fully paid ordinary share in ROK.
<b>ROK Shareholder</b>	a person who is registered as the holder of a ROK Share.
<b>ROK Share Register</b>	the register of members of ROK maintained in accordance with the Corporations Act.
<b>Scheme</b>	this scheme of arrangement subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to by ROK and MYS.
<b>Scheme Consideration</b>	the consideration to be provided by MYS (or if applicable, MYS Subsidiary) in consideration for the transfer of the ROK Shares held by a Scheme Shareholder to MYS (or if applicable, MYS Subsidiary), as described in clause 5 of this Scheme, being, 7.75 New MYS Shares for every 10 Scheme Shares.
<b>Scheme</b>	the scheme implementation deed dated 30 August 2011 between ROK

<b>Implementation Deed</b>	and MYS relating to the implementation of this Scheme.
<b>Scheme Record Date</b>	7.00pm Sydney time on the fifth Business Day after the Effective Date.
<b>Scheme Shares</b>	all ROK Shares held by the Scheme Shareholders as at the Scheme Record Date.
<b>Scheme Shareholder</b>	a holder of a ROK Share recorded in the ROK Share Register as at the Scheme Record Date.
<b>Second Court Date</b>	the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard, or if the application is adjourned for any reason, the first day on which the adjourned application is heard.
<b>Share Scheme Transfer</b>	a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all Scheme Shares.

## 1.2 Interpretation

In this Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- (f) a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re enactments of any of them;
- (h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;

- (i) the word "includes" in any form is not a word of limitation;
- (j) a reference to '\$', 'A\$' or 'dollar' is to Australian currency unless denominated otherwise;
- (k) a reference to any time is a reference to that time in Queensland;
- (l) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Scheme;
- (m) a reference to a party to a document includes that party's successors and permitted assignees;
- (n) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;
- (o) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### 1.3 Business Day

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

## 2 Preliminary matters

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- (a) ROK is a public company limited by shares, incorporated in Australia and has been admitted to the official list of the ASX.
- (b) As at **[insert date of Scheme Booklet]** 2011, **[insert number]** ROK Shares were on issue which are officially quoted on the ASX.
- (c) MYS is a public company limited by shares, incorporated in Australia and has been admitted to the official list of the ASX.
- (d) MYS Subsidiary is a proprietary company limited by shares and incorporated in Australia.
- (e) If this Scheme becomes Effective:
  - (1) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to MYS or MYS Subsidiary (as applicable) and ROK will enter the name of MYS or MYS Subsidiary (as applicable) in the ROK Share Register in respect of the Scheme Shares;

- (2) each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of each of their Scheme Shares;
  - (3) the Scheme Consideration will be provided to Scheme Shareholders in accordance with the provisions of this Scheme; and
  - (4) it will bind ROK and all Scheme Shareholders, including those who do not attend the meeting of ROK Shareholders to vote on this Scheme, those who do not vote at that meeting and those who vote against this Scheme at that meeting.
- (f) ROK and MYS have agreed, by executing the Scheme Implementation Deed, to implement this Scheme.
- (g) MYS has agreed, by executing the Deed Poll, to perform its obligations under this Scheme, including the obligation to pay or procure the payment of the Scheme Consideration to the Scheme Shareholders.

### 3 Conditions

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#### 3.1 Conditions precedent

This Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 of the Scheme Implementation Deed (other than the condition in the Scheme Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Scheme Implementation Deed by 8.00am on the Second Court Date;
- (b) the Scheme Implementation Deed not having been terminated in accordance with its terms before 8.00am on the Second Court Date;
- (c) approval of this Scheme by the Court under section 411(4)(b) of the Corporations Act, including with such alterations made or required by the Court under section 411(6) of the Corporations Act as are acceptable to MYS and ROK;
- (d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to the Scheme as are acceptable to MYS and ROK;
- (e) 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.

#### 3.2 Satisfaction

The fulfilment of clause 3.1 is a condition precedent to the operation of the provisions of clauses 4.2 and 5 of this Scheme.

### **3.3 End Date**

This Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Scheme Implementation Deed is terminated in accordance with its terms, unless ROK and MYS otherwise agree in writing.

### **3.4 Certificate**

- (a) ROK and MYS will provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.4(a) constitutes conclusive evidence that such conditions precedent are satisfied, waived or taken to be waived.

## **4 Implementation of the Scheme**

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### **4.1 Lodgement of Court orders with ASIC**

ROK will lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Court order approving the Scheme as soon as possible and in any event by 1.00pm on the first Business Day after the day on which the Court approves the Scheme or such later time as ROK and MYS agree in writing.

### **4.2 Transfer of Scheme Shares**

On the Implementation Date:

- (a) subject to the payment of the Scheme Consideration in the manner contemplated by clause 5, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to MYS or MYS Subsidiary (as applicable), without the need for any further act by any Scheme Shareholder (other than acts performed by ROK as attorney and agent for Scheme Shareholders under clause 8.5), by:
  - (1) ROK delivering to MYS or MYS Subsidiary (as applicable) a duly completed Share Scheme Transfer, executed on behalf of the Scheme Shareholders by ROK, for registration; and
  - (2) MYS or MYS Subsidiary (as applicable) duly executing the Share Scheme Transfer, attending to the stamping of the Share Scheme Transfer (if required) and delivering it to ROK for registration; and
- (b) as soon as possible following receipt of the Share Scheme Transfer in accordance with clause 4.2(a)(2), ROK must enter, or procure the entry of, the name and address of MYS or MYS Subsidiary (as applicable) in the ROK Share

Register in respect of all the Scheme Shares transferred to MYS or MYS Subsidiary (as applicable) in accordance with this Scheme.

#### 4.3 Entitlement to Scheme Consideration

On the Implementation Date, in consideration for the transfer of the Scheme Shares to MYS or MYS Subsidiary (as applicable), each Scheme Shareholder will be entitled to receive the Scheme Consideration in accordance with clause 5.

#### 4.4 Agreement by Scheme Shareholders

- (a) The Scheme Shareholders agree to the transfer of their Scheme Shares to MYS or MYS Subsidiary (as applicable) in accordance with the terms of this Scheme.
- (b) The Scheme Shareholders who receive New MYS Shares as Share Scheme consideration accept those New MYS Shares and agree to:
  - (1) become a member of MYS for the purposes of section 231 of the Corporations Act; and
  - (2) be bound by the constitution of MYS.

## 5 Scheme Consideration

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#### 5.1 Provision of Scheme Consideration

Subject to clause 5.2 on the Implementation Date, MYS will issue as Scheme Consideration to each Scheme Shareholder 7.75 New MYS Shares for every 10 Scheme Shares transferred to MYS.

#### 5.2 Ineligible Foreign Shareholders

- (a) MYS will be under no obligation to issue any New MYS Shares to any Ineligible Foreign Shareholder as Scheme Consideration, and instead MYS will issue the New MYS Shares to which that Ineligible Foreign Shareholder would otherwise have become entitled (**Sale Shares**) to a nominee agent appointed by MYS with the prior approval of ROK, acting reasonably (the **Sale Nominee**).
- (b) MYS must procure that on, or as soon as reasonably practicable and in any event not more than 20 Business Days after, the Implementation Date, the Sale Nominee:
  - (1) sells on the ASX all Sale Shares it holds; and
  - (2) pays the net proceeds received after deducting any applicable brokerage, stamp duty and other taxes and charges to that Ineligible Foreign Shareholder.



- (c) Ineligible Foreign Shareholders agree that the amount referred to in clause 5.2(b) may be paid by the Sale Nominee doing any of the following at the Sale Nominee's election:
- (1) sending by pre-paid post (or pre-paid airmail if the address is outside Australia) the proceeds to the Ineligible Foreign Shareholder's address as shown in the ROK Share Register on the Scheme Record Date (the **Registered Address**);
  - (2) depositing or procuring the Registrar to deposit the proceeds into an account with any Australian bank as notified to ROK (or ROK's agent who manages the ROK Share Registrar) by an appropriate authority from the Ineligible Foreign Shareholder;
  - (3) in the event that an Ineligible Foreign Shareholder does not have a Registered Address or the Sale Nominee believes an Ineligible Foreign Shareholder is not known at its Registered Address, and no account has been notified in accordance with clause 5.2(c)(2) or a deposit into such account is rejected or refunded, the Sale Nominee may credit the amount payable to that Ineligible Foreign Shareholder to a separate bank account of ROK to be held until the Ineligible Foreign Shareholder claims the amount or the amount is dealt with in accordance with unclaimed money legislation. ROK must hold the amount on trust, but any benefit accruing from the amount will be to the benefit of ROK. An amount credited to the account is to be treated as having been paid to the Ineligible Foreign Shareholder. ROK must maintain records of the amount paid, the people who are entitled to the amounts and any transfers of the amounts.
- (d) Payment by the Sale Nominee to an Ineligible Foreign Shareholder in accordance with this clause 5.2 satisfies in full the Ineligible Foreign Shareholder's right to Scheme Consideration.
- (e) Each Ineligible Foreign Shareholder appoints ROK as its agent to receive on its behalf any financial services guide or other notices which may be given by the Sale Nominee appointed by MYS to that that Ineligible Foreign Shareholder.

### 5.3 Fractional Entitlements

If the number of Scheme Shares held by a Scheme Shareholder is such that an entitlement of that Scheme Shareholder to New MYS Shares is not a whole number then any fractional entitlement to a part of a New MYS Share:

- (a) which is 0.5 or greater will be rounded up to the nearest whole number of New MYS Shares; and
- (b) which is less than 0.5 will be rounded down to the nearest whole number of New MYS Shares.

### 5.4 Provision of New MYS Shares as Scheme Consideration

Subject to clause 5.2, the obligations of MYS to provide New MYS Shares pursuant to clause 5.1 will be satisfied by MYS as follows:

- (a) on the Implementation Date, entering the name of each Scheme Shareholder in the MYS share register in respect of the New MYS Shares which that Scheme Shareholder is entitled to receive under this Scheme; and
- (b) within 5 Business Days after the Implementation Date, sending or procuring the despatch by pre-paid ordinary post (or, if the address of the Scheme Shareholders in the ROK Share Register is outside Australia, by pre-paid airmail post) to each Scheme Shareholder to their address recorded in the ROK Share Register on the Scheme Record Date, a holding statement for the New MYS Shares issued to that Scheme Shareholder in accordance with this Scheme. In the case of Scheme Shares held in joint names, holding statements for New MYS Shares must be issued in the names of the joint holders and sent to the holder whose name appears first in the ROK Share Register on the Scheme Record Date.

## 5.5 Status of New MYS Shares

Upon issue:

- (a) the New MYS Share will rank equally in all respects with all existing MYS Shares, other than with respect to each of the MYS 1H "Early Interim" 2012 Permitted Dividend and the MYS 2H "Final" 2011 Permitted Dividend to which holders of New MYS Shares will not be entitled; and
- (b) each New MYS Share will be fully paid and free from any mortgage, charge, lien, encumbrance or other security interest.

## 6 Dealings in ROK Shares

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### 6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in ROK Shares 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 ROK Share Register as the holder of the relevant ROK Shares on or before the Scheme Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings are received on or before the Scheme Record Date at the place where the ROK Share Register is kept,

and ROK will not accept for registration, nor recognise for the purpose of establishing the persons who are Scheme Shareholders, any transfer or transmission application in respect of ROK Shares received after such times, or received prior to such times but not in registrable form.

### 6.2 Register

- (a) ROK must register registrable transmission applications or transfers of the Scheme Shares in accordance with clause 6.1(b) on or before the Scheme Record Date; provided that, for the avoidance of doubt, nothing in this clause

6.2(a) requires ROK to register a transfer that would result in a ROK Shareholder holding a parcel of ROK Shares that is less than a 'marketable parcel' (as defined in the Market Rules of the ASX).

- (b) If the Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of, any Scheme Shares or any interest in them after the Scheme Record Date.
- (c) For the purpose of determining entitlements to the Scheme Consideration, ROK must maintain the ROK Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Shareholders. The ROK Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) All statements of holding for ROK Shares (other than statements of holding in favour of MYS) will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the ROK Share Register (other than entries on ROK Register in respect of MYS) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the ROK Shares relating to that entry.
- (e) As soon as possible on or after the Scheme Record Date, and in any event within one Business Day after the Scheme Record Date, ROK will ensure that details of the names, Registered Addresses and holdings of ROK Shares for each Scheme Shareholder as shown in the ROK Register are available to MYS in the form MYS reasonably requires.

## 7 Quotation of ROK Shares

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- (a) ROK will apply to ASX to suspend trading on the ASX in ROK Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by MYS, ROK will apply:
  - (1) for termination of the official quotation of ROK Shares on the ASX; and
  - (2) to have itself removed from the official list of the ASX.

## 8 General Scheme provisions

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### 8.1 Consent to amendments to the Scheme

If the Court proposes to approve the Scheme subject to any alterations or conditions, ROK may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which MYS has consented.

## 8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
  - (1) agrees to the transfer of their ROK Shares together with all rights and entitlements attaching to those ROK Shares in accordance with the Scheme and agrees to the variation, cancellation or modification of the rights attached to their ROK Shares constituted by or resulting from the Scheme; and
  - (2) acknowledges that the Scheme binds all Scheme Shareholders (including those who do not attend the Scheme Meeting, or do not vote at that meeting or vote against the Scheme at the Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to ROK and MYS, that all their ROK Shares (including any rights and entitlements attaching to those shares) which are transferred under the Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to sell and to transfer their ROK Shares to MYS or MYS Subsidiary (as applicable) together with any rights attaching to those shares.

## 8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares transferred under the Scheme will be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) MYS or MYS Subsidiary (as applicable) will be beneficially entitled to the Scheme Shares transferred to it under the Scheme pending registration by ROK of MYS or MYS Subsidiary (as applicable) in the ROK Share Register as the holder of the Scheme Shares.

## 8.4 Appointment of sole proxy

On the Scheme becoming Effective, and until ROK registers MYS or MYS Subsidiary (as applicable) as the holder of all Scheme Shares in the ROK Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed MYS or MYS Subsidiary (as applicable) as attorney and agent (and directed MYS or MYS Subsidiary (as applicable) in each such capacity) to appoint any director, officer, secretary or agent nominated by MYS as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution whether in person, by proxy or by corporate representative;
- (b) undertakes not to otherwise attend or vote at any of those meetings or sign any shareholders' resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this clause 8.4(a));

- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as MYS or MYS Subsidiary (as applicable) reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), MYS or MYS Subsidiary (as applicable) and any director, officer, secretary or agent nominated by MYS or MYS Subsidiary (as applicable) under clause 8.4(a) may act in the best interests of MYS or MYS Subsidiary (as applicable) as the intended registered holder of the Scheme Shares.

## 8.5 Authority given to ROK

On the Scheme becoming Effective, each Scheme Shareholder, without the need for any further act, irrevocably appoints ROK and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:

- (a) enforcing the Deed Poll against MYS or MYS Subsidiary (as applicable); and
- (b) executing any document or doing or taking any other act, necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Share Scheme Transfer,

and ROK accepts such appointment. ROK as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers or employees (jointly, severally or jointly and severally).

## 8.6 Binding effect of Scheme

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

# 9 General

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## 9.1 Stamp duty

MYS will:

- (a) pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1.

## 9.2 Consent

Each of the Scheme Shareholders consents to ROK doing all things necessary, expedient or incidental to the implementation of this Scheme.

**9.3 Notices**

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to ROK, 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 ROK's registered office or at the office of the Registrar.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any Scheme Shareholder may not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

**9.4 Governing law**

- (a) The Scheme is governed by the laws in force in Queensland.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

**9.5 Further action**

ROK must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

# Attachment B

Deed poll

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## Deed poll

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Date ►

This deed poll is made

By **MyState Limited (ABN 26 133 623 962)**  
of 23 Paterson Street, Launceston, Tasmania 7250  
**(MYS)**  
**[Details of MYS subsidiary]**  
**(MYS Subsidiary)**

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in favour of each person registered as a holder of fully paid ordinary shares in ROK in the ROK Share Register as at the Scheme Record Date (**Scheme Shareholders**).

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Recitals

- 1 ROK and MYS entered into the Scheme Implementation Deed.
- 2 In the Scheme Implementation Deed, MYS agreed to enter into this deed poll.
- 3 MYS is entering into this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to perform its obligations under the Scheme Implementation Deed and the Scheme.

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This deed poll provides as follows:

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## 1 Definitions and interpretation

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### 1.1 Definitions

In this deed poll:

- (a) Scheme means the proposed scheme of arrangement under section 411 of the Corporations Act between ROK and the Scheme Shareholders.
- (b) A word or phrase defined in the Scheme has the same meaning in this deed poll.

### 1.2 Interpretation

In this deed poll:



- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed poll;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a reference to a document (including the Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- (d) a reference to a party to a document includes that party's successors and permitted assignees;
- (e) a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this deed poll and a reference to this deed poll includes any schedule, attachment and exhibit; and
- (f) the word "includes" in any form is not a word of limitation.

### **1.3 Nature of deed poll**

MYS acknowledges that this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it.

## **2 Conditions to obligations**

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### **2.1 Conditions**

The obligations of MYS and MYS Subsidiary under this deed poll are subject to the Scheme becoming Effective.

### **2.2 Termination**

The obligations of MYS and MYS Subsidiary under this deed poll to the Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no force or effect if:

- (a) the Scheme Implementation Deed is terminated in accordance with its terms; or
  - (b) the Scheme is not Effective by the End Date.
- unless MYS and ROK otherwise agree.

### **2.3 Consequences of termination**

If this deed poll is terminated under clause 2.2, in addition and without prejudice to any other rights, powers or remedies available to it:

- (a) MYS and MYS Subsidiary are released from their obligations to further perform this deed poll except those obligations under clause 7.1; and

- (b) each Scheme Shareholder retains the rights they have against MYS and MYS Subsidiary in respect of any breach of this deed poll which occurs before it was terminated.

### 3 Scheme Consideration

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#### 3.1 Undertaking to pay Scheme Consideration

Subject to clause 2, in consideration for the transfer of the Scheme Shares to MYS or MYS Subsidiary (as applicable), MYS and MYS Subsidiary undertake in favour of each Scheme Shareholder to:

- (a) provide or procure (as applicable) the Scheme Consideration to be provided to each Scheme Shareholder in accordance with clause 5 of the Scheme; and
- (b) take all other actions attributed to it under the Scheme, subject to and in accordance with the provisions of the Scheme.

### 4 Warranties

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Each of MYS and MYS Subsidiary represents and warrants that:

- (a) it is a corporation properly incorporated and validly existing under the laws of its place of registration;
- (b) it has the legal right and full corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll is valid and binding on it and enforceable against it in accordance with its terms;
- (e) it is solvent and no resolutions have been passed nor has any other step been taken or legal proceedings commenced or threatened against it for its winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its assets (or any event under any law which is analogous to, or which has a substantially similar effect to, any of the events referred to in this paragraph); and
- (f) the execution, delivery and performance of this deed poll by it does not and will not result in a breach of or constitute a default under:
  - (1) any agreement to which it is party;
  - (2) any provision of the constitution or articles of association (as applicable); or

- (3) any law or regulation or any order, judgment or determination of any court or regulatory authority by which it is bound.

## 5 Continuing obligations

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This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) MYS and MYS Subsidiary have fully performed their obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 2.

## 6 Notices

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### 6.1 Form of Notice

A notice or other communication in respect of this deed poll (**Notice**) must be:

- (a) in writing and in English and signed by or on behalf of the sending party; and
- (b) addressed to MYS in accordance with the details set out below (or any alternative details nominated by MYS by Notice).

**Attention** Paul Viney,  
Chief Financial Officer and Company Secretary

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**Address** 23 Paterson Street, Launceston, Tasmania 7250

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**Email address** [paul.viney@mystatelimited.com.au](mailto:paul.viney@mystatelimited.com.au)

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### 6.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand or pre-paid post to the nominated address	When delivered to the nominated address
By email to the nominated email address	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

## 7 General

### 7.1 Stamp duty

MYS will:

- (a) pay all stamp duty and any related fines and penalties in respect of the Scheme and this deed poll, the performance of this deed poll and each transaction effected by or made under the Scheme and this deed poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 7.1(a).

### 7.2 Governing law and jurisdiction

- (a) This deed poll is governed by the law in force in Queensland.
- (b) MYS and MYS Subsidiary irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll. MYS and MYS Subsidiary irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 7.3 Waiver

MYS may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.

The meanings of the terms used in this clause 7.3 are set out below.

Term	Meaning
conduct	includes failure to, or delay in, the exercise of a right.

Term	Meaning
right	any right arising under or in connection with this deed and includes the right to rely on this clause.
waiver	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

#### 7.4 Variation

A provision of this deed poll may not be varied unless the variation is agreed to by ROK and the Court indicates that the variation would not of itself preclude approval of the Scheme, in which event MYS and MYS Subsidiary will enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.

#### 7.5 Cumulative rights

The rights, powers and remedies of MYS, MYS Subsidiary and each Scheme Shareholder under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

#### 7.6 Assignment

- (a) The rights created by this deed poll are personal to MYS, MYS Subsidiary and each Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of MYS.
- (b) Any purported dealing in contravention of clause 7.6(a) is invalid.

#### 7.7 Further action

MYS and MYS Subsidiary (as applicable) must, at its own expense, do all things and execute all documents necessary to give effect to this deed poll.

Executed as a deed poll

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Signed by  
**MyState Limited**  
by

*sign here* ▶ \_\_\_\_\_  
Company Secretary/Director

*print name* \_\_\_\_\_

*sign here* ▶ \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

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Signed by  
**MYS Subsidiary**  
by

*sign here* ▶ \_\_\_\_\_  
Company Secretary/Director

*print name* \_\_\_\_\_

*sign here* ▶ \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

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## Attachment C

### Timetable

Date	Event
30 August 2011	Parties sign Scheme Implementation Deed and associated documents
31 August 2011	MYS releases audited results, releases Appendix 4E and declares FY2011 dividend ROK releases FY2011 results and declares FY2011 dividend
19 September 2011	Draft Scheme Booklet lodged with ASIC
5 October 2011	First Court Date
10 October 2011	Scheme Booklet registered by ASIC and lodged with ASX Dispatch of Scheme Booklet and notice of Scheme Meeting
8 November 2011	Last date of lodgement of proxy forms for Scheme Meeting
10 November 2011	Scheme Meeting
15 November 2011	Second Court Date Effective Date Final day of ASX trading in ROK Shares
16 November 2011	New MYS Shares commence trading on ASX on a deferred settlement basis [Effective Date + 1 Business Day]
22 November 2011	Scheme Record Date
29 November 2011	Implementation Date [Scheme Record Date + 5 Business Days]
1 December 2011	Dispatch of holding statements [Implementation Date + 2 Business Days]
2 December 2011	New MYS Shares commence trading on ASX on a normal settlement basis [Implementation Date + 3 Business Days]

