

18 December 2014

The Manager
ASX Market Announcements
ASX Limited

Scheme of Arrangement becomes Effective

Crowe Horwath confirms that it has lodged a copy of the Court orders approving the Scheme of Arrangement under which Findex Australia Pty Ltd will acquire 100% of the ordinary shares in the Company (**Scheme**) with the Australian Securities and Investments Commission ("**ASIC**"). A copy of the Court orders, as lodged with ASIC, is attached to this announcement.

The Scheme is now legally effective and the Scheme is expected to be implemented on Tuesday 6 January 2015.

Crowe Horwath shares will be suspended from trading on the ASX at the close of trading today.

Shareholder Information Line

Crowe Horwath shareholders who have questions about the Scheme can call the Crowe Horwath Shareholder Information Line on 1300 721 468 (within Australia) or on +61 3 9415 4294 (outside Australia) Monday to Friday between 9.00am and 5.00pm (AEDST).

Proposed Key Dates

- 22 December 2014: Dividend record date
- 29 December 2014: Dividend payment date
- 30 December 2014: Scheme record date for determining entitlement to Scheme consideration
- 6 January 2015: Implementation date and dispatch of Scheme consideration

B Paterson
Company Secretary

Media enquires

David Symons
Cato Counsel
02 8306 4244
0410 559 184
david@catocounsel.com.au

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
COMMERCIAL LIST

S ECI 2014 000371

IN THE MATTER OF CROWE HORWATH AUSTRALASIA LTD
ABN 93 006 650 693

CROWE HORWATH AUSTRALASIA LTD
ABN 93 006 650 693



Plaintiff

ORDER

JUDGE: The Honourable Justice Sifris

DATE MADE: 18 December 2014

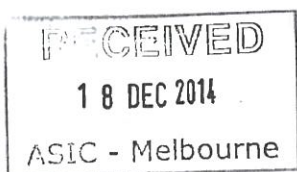
ORIGINATING PROCESS: Originating Process dated 27 October 2014

HOW OBTAINED: Second Hearing

ATTENDANCE: Norman J O'Bryan SC with Laura Keily of Counsel
(for the Plaintiff)
Instructed by Thomson Geer
Mr G.J Ahern of Counsel (for Findex Australia Pty Ltd)
Instructed by King & Wood Mallesons

OTHER MATTERS: A. The Court noted the order of The Honourable Justice Sifris in this proceeding on 11 November 2014, and the order of The Honourable Associate Justice Randall in this proceeding on 16 December 2014, and took as read the evidence read at the first hearing and inquiry hearing of this proceeding that were adjourned to this second hearing.

B. The Court noted that a statement dated 16 December 2014 had been given by the Australian Securities and Investments Commission (ASIC) in accordance with section 411(17)(b) of the *Corporations Act 2001* (Cth) (Act).



C. The Court read the further affidavit of Mr Bruce Craig Paterson, sworn after 8.00 am on Thursday, 18 December 2014, attaching copies of satisfaction of conditions precedent certificates and the letter from ASIC.

THE COURT ORDERS THAT:

1. Pursuant to section 411(4)(b) of the Act, the scheme of arrangement between the Plaintiff and its members, a copy of which is annexed hereto and marked "A" is approved.
2. The Plaintiff lodge with ASIC a copy of the approved scheme of arrangement at the time of lodging a copy of these orders.
3. Pursuant to section 411(12) of the Act, the Plaintiff be exempted from compliance with section 411(11) of the Act in relation to the scheme of arrangement.
4. The solicitors for the Plaintiff draw up this Order and that it be signed by the Honourable Justice Sifris pursuant to rule 60.02(2) of the *Supreme Court (General Civil Procedure) Rules 2005*.

Dated : 18 December 2014

DATE AUTHENTICATED:

The seal of the Supreme Court of Victoria is circular, featuring the coat of arms of Victoria in the center. The words "SUPREME COURT OF VICTORIA" are inscribed around the top inner edge, and "JUDICIAL OFFICER" is at the bottom. A blue ink signature is written across the seal.

The Hon. Justice Sifris

"A"

THOMSON GEER

LAWYERS

Level 39, Rialto South Tower
525 Collins Street
Melbourne VIC 3000 Australia

T +61 3 8080 3500 | F +61 3 8080 3599

Scheme of Arrangement

between

Crowe Horwath Australasia Ltd
ABN 93 006 650 693
(Target)

and

Scheme Participants

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

between **Crowe Horwath Australasia Ltd** ABN 93 006 650 693 of Level 17, 181 William Street, Melbourne, Victoria 3000 (**Target**)

and **Scheme Participants**

Recitals

- A Target:
- (i) is a public company limited by shares and incorporated in Victoria;
 - (ii) is admitted to the official list of ASX and each Target Share is quoted on the ASX;
 - (iii) has, as at 10 November 2014:
 - (a) 273,005,429 Target Shares on issue; and
 - (b) 1,000,000 performance rights which may convert into Target Shares.
- B Bidder is a proprietary company limited by shares and incorporated in Victoria.
- C Bidder and Target have entered into the SIA, pursuant to which, amongst other things, Target has agreed to propose this Scheme to Target Shareholders and each of Target and Bidder have agreed to take certain steps to implement this Scheme.
- D If this Scheme becomes Effective, then in accordance with this Scheme and the Deed Poll:
- (i) all the Scheme Shares will be transferred to Bidder and Target will enter the name and address of Bidder in the Target Register as the holder of the Scheme Shares; and
 - (ii) Bidder and Target will provide, or procure the provision of, the Scheme Consideration to Scheme Participants.
- E Bidder has entered into the Deed Poll for the purpose of covenanting in favour of each Scheme Participant that it will observe and perform the obligations contemplated of it under this Scheme.

1 Definitions and interpretation

1.1 Definitions

In this Scheme:

ASIC means the Australian Securities and Investments Commission;

ASX means ASX Limited ACN 008 624 691 or as the context requires the securities exchange which it operates;

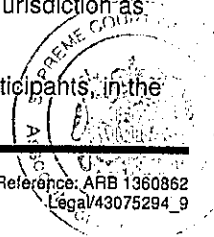
Bidder means Findex Australia Pty. Ltd. ABN 40 128 588 714;

Business Day means a day on which the banks are open for business in both Sydney and Melbourne other than a Saturday, Sunday or public holiday in either Sydney or Melbourne;

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

Court means the Supreme Court of Victoria or such other court of competent jurisdiction as agreed in writing between the parties;

Deed Poll means a deed poll executed by Bidder in favour of the Scheme Participants, in the form set out in Annexure A of this Scheme;



Discretionary Special Dividend means any dividend per Target Share which may be declared at Target's discretion prior to the Second Court Date in favour of Target Shareholders provided that:

- (a) the dividend is paid out of Target's retained earnings as at 30 June 2014; and
- (b) any franking of the dividend does not result in a franking deficit in Target's franking accounts;

Effective means, when used in relation to this Scheme, the coming into effect pursuant to section 411(10) of the Corporations Act of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme;

Effective Date means the date on which this Scheme becomes Effective;

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant, profit à prendre, easement or any other security arrangement having the same effect;

End Date means the date that is 6 months after the date of the SIA or such later date as Bidder and Target may agree in writing;

Implementation Date means the date that is 5 Business Days after the Record Date, or such other date as Target and Bidder may agree in writing or as may be required by the ASX;

Recitals means the recitals in this Scheme;

Record Date means 5.00pm on the date that is 5 Business Days after the Effective Date, or such other date as may be agreed in writing between Bidder and Target or as may be required by the ASX;

Scheme means the scheme of arrangement under Part 5.1 of the Corporations Act between Target and the Scheme Participants as set out in this document, subject to any alterations or conditions:

- (a) agreed to by Bidder and Target prior to the First Court Date; or
- (b) made or required by the Court and agreed to by Bidder and Target;

Scheme Consideration means \$0.50 for each Scheme Share held by a Scheme Participant at the Record Date, less the amount of any Discretionary Special Dividends, payable by Bidder to Scheme Participants in consideration for the transfer to Bidder of their Scheme Shares in accordance with the Transaction Documents;

Scheme Meeting means the meeting of Target Shareholders to be ordered by the Court to be convened pursuant to section 411(1) of the Corporations Act in relation to this Scheme, and includes any adjournment of that meeting;

Scheme Participant means a person who is registered in the Target Register as a holder of Scheme Shares as at the Record Date;

Scheme Share means each Target Share on issue as at the Record Date;

Scheme Transfer means, in relation to each Scheme Participant, a proper instrument of transfer of their Scheme Shares for the purpose of section 1071B of the Corporations Act, which may be a master transfer of all or part of all of the Scheme Shares;

Second Court Date means the first day of hearing of an application made to the Court by Target for orders pursuant to section 411(4)(b) of the Corporations Act approving this Scheme or, if the hearing of such application is adjourned or if the application is subject to appeal for any reason, means the first day of the adjourned hearing or the first day on which the appeal is heard (as the case may be);

SIA means the Scheme Implementation Agreement between Bidder and Target dated 3 October 2014;

Subsidiary has the meaning given to that expression in the Corporations Act;

Target Group means Target and its Subsidiaries;

Target Register means the register of members of Target maintained by or on behalf of Target in accordance with section 168(1)(a) of the Corporations Act;

Target Share means a fully paid ordinary share in the capital of Target;

Target Share Registry means Computershare Investor Services Pty Limited ACN 078 279 277 or the share registry of Target from time to time;

Target Shareholder means a person who is registered in the Target Register as a holder of Target Shares from time to time; and

Transaction Documents means:

- (a) the SIA;
- (b) this Scheme; and
- (c) the Deed Poll.

1.2 Interpretation

In this Scheme, unless the context otherwise requires:

- (a) a reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a Recital, clause or annexure is a reference to a clause of or Recital or annexure to this Scheme and references to this Scheme include any Recital or annexure;
 - (iv) any contract (including this Scheme) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
 - (v) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (vi) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
 - (vii) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
 - (viii) a group of persons is a reference to any 2 or more of them taken together and to each of them individually;
 - (ix) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
 - (x) a reference to a day or a month means a calendar day or calendar month; and

- (xi) money (including '\$', 'AUD' or 'dollars') is to Australian currency;
- (b) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (c) headings and the table of contents are for convenience only and do not form part of this Scheme or affect its interpretation;
- (d) if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day;
- (e) a provision of this Scheme must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Scheme or the inclusion of the provision in this Scheme; and
- (f) the Recitals form part of this Scheme and shall have effect as if set out in full in the body of this Scheme and accordingly any reference to this Scheme includes the Recitals.

1.3 Bidder obligations

This Scheme attributes actions to Bidder, but does not itself directly impose an obligation on it to perform those actions as Bidder is not a party to this Scheme. Bidder has agreed, by executing the Deed Poll, to perform the actions attributed to it under this Scheme.

2 Conditions precedent

2.1 Conditions precedent

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

- (a) as at 8:00am on the Second Court Date each of the conditions precedent set out in clause 3.1 of the SIA (other than the condition precedent relating to the approval of the Court set out in clause 3.1(e) of the SIA) has been satisfied or waived in accordance with the SIA;
- (b) as at 8:00am on the Second Court Date, the SIA has not been terminated;
- (c) as at 8:00am on the Second Court Date, the Deed Poll has not been terminated;
- (d) the Court makes orders approving this Scheme 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 Bidder and Target;
- (e) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme as are acceptable to Bidder and Target have been satisfied; and
- (f) the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving this Scheme come into effect, pursuant to section 411(10) of the Corporations Act.

2.2 Certificate in relation to conditions

Each of Target and Bidder will provide the Court at the hearing on the Second Court Date a certificate confirming whether all conditions in clause 2.1 of this Scheme (other than in relation to the conditions in clauses 2.1(d), 2.1(e) and 2.1(f) of this Scheme) have been satisfied or, as applicable, waived as at 8:00am on the Second Court Date.

2.3 Certificate constitutes conclusive evidence

The giving of a certificate by each of Target and Bidder in accordance with clause 2.2 will be conclusive evidence for the purpose only of assessing whether the conditions precedent referred to in that certificate have been satisfied or waived as at 8:00am on the Second Court Date.

2.4 Termination

If the SIA is terminated before the Implementation Date or this Scheme does not become Effective on or before the End Date:

- (a) this Scheme will lapse and be of no further force or effect; and
- (b) each of Target and Bidder are released from:
 - (i) any further obligation to take steps to implement this Scheme; and
 - (ii) any liability with respect to this Scheme.

3 Scheme becoming Effective

3.1 Effective Date of Scheme

Subject to clause 2.4, this Scheme will take effect pursuant to section 411(10) of the Corporations Act on and from the Effective Date.

3.2 Lodgement of Court order

Subject to the satisfaction of all conditions in clause 2.1 (other than the condition in clause 2.1(f)), following the approval of this Scheme by the Court in accordance with section 411(4)(b) of the Corporations Act, Target will, as soon as possible and in any event no later than 5:00pm on the Business Day following that approval or such later time as may be agreed between Target and Bidder, lodge with ASIC under section 411(10) of the Corporations Act office copies of the Court orders under section 411(4)(b) of the Corporations Act approving this Scheme.

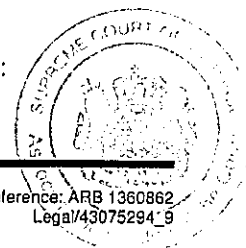
4 Implementation of Scheme

4.1 Pre-Implementation

At least 1 Business Day before the Implementation Date, Bidder must pay into an Australian dollar denominated trust account nominated by Target an amount in cleared funds equal to the Scheme Consideration multiplied by the number of Scheme Shares. Those funds will be held on trust by Target for the Scheme Participants for the purposes of provision of the Scheme Consideration.

4.2 Scheme Consideration

- (a) On the Implementation Date, subject to Bidder having complied with its obligations under clause 4.1 and providing evidence to Target that this has occurred, Target must:
 - (i) procure that all of the Scheme Shares be transferred to Bidder in accordance with clause 4.3; and
 - (ii) pay the Scheme Consideration to Scheme Participants for each Scheme Share held by them at the Record Date.
- (b) Target's obligations under this clause 4.2 will be deemed to be satisfied:



- (i) if notified by the Scheme Participant on or before the Record Date – by depositing into an Australian bank account with an ADI (as defined in the *Banking Act 1959* (Cth)) the Scheme Consideration payable to that Scheme Participant;
- (ii) if permitted under the terms of an agreement between the Scheme Participant and Target – by applying the Scheme Consideration payable to a Scheme Participant towards repayment of any loan amount owing to Target by that Scheme Participant; or
- (iii) in all other cases – by the dispatch of a cheque to the Scheme Participant by pre-paid post to that Scheme Participant's address (as recorded in the Target Register as at the Record Date) for the Scheme Consideration payable to that Scheme Participant, such cheque being drawn in the name of the Scheme Participant (or in the case of joint Scheme Participants, to the joint holder's name that appears first in the Target Register on the Record Date).

4.3 Transfer of Scheme Shares

On the Implementation Date, subject to Bidder having complied with its obligations under clause 4.1 and providing evidence to Target that this has occurred, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to Bidder, without the need for any further act by any Scheme Participant (other than acts performed by Target or any of its directors and officers as attorney and agent for Scheme Participants under this Scheme), by Target effecting a valid transfer or transfers of the Scheme Shares to Bidder under section 1074D of the Corporations Act or, if that procedure is not available for any reason, by:

- (a) Target delivering to Bidder for execution duly completed and, if necessary, stamped Scheme Transfers to transfer all of the Scheme Shares to Bidder, duly executed by Target (or any of its directors and officers) as the attorney and agent of each Scheme Participant as transferor under clause 6.3;
- (b) Bidder executing the Scheme Transfers as transferee and delivering them to Target for registration; and
- (c) Target, immediately after receipt of the Scheme Transfers under clause 4.3(b), entering, or procuring the entry of, the name and address of Bidder in the Target Register as the holder of all of the Scheme Shares.

5 Dealings in Target Shares

5.1 Dealings by Scheme Participants

For the purpose of establishing the persons who are Scheme Participants, dealings in Target Shares will be recognised by Target provided that:

- (a) in the case of dealings of the type to be effected using CHES, the transferee is registered in the Target Register as the holder of the relevant Target Shares by the Record Date; and
- (b) in all other cases, registrable transfers or transmission applications in respect of those dealings are received by the Target Share Registry on or before the Record Date, and Target will not accept for registration, nor recognise for the purpose of establishing the persons who are Scheme Participants, any transfer or transmission application in respect of Target Shares received after such times, or received prior to such times but not in registrable form.

5.2 Target Register

Target will, until the Scheme Consideration has been provided to Scheme Participants and the name and address of Bidder has been entered in the Target Register as the holder of all of the

Scheme Shares, maintain, or procure the maintenance of, the Target Register in accordance with this clause 5, and the Target Register in this form and the terms of this Scheme will solely determine relative entitlements to the Scheme Consideration as between Scheme Participants. As from the Record Date (and other than for Bidder following the Implementation Date), each entry in the Target Register as at the Record Date relating to Scheme Shares will cease to have any effect other than as evidence of the entitlements of Scheme Participants to the Scheme Consideration in respect of those Scheme Shares.

5.3 No disposals after Record Date

If this Scheme becomes Effective, each Scheme Participant, and any person claiming through that Scheme Participant, must not dispose of or purport or agree to dispose of any Scheme Shares or any interest in them after the Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect.

5.4 Effect of share certificates and holding statements

As from the Record Date (and other than for Bidder following the Implementation Date), all share certificates and holding statements for Scheme Shares will cease to have effect as documents of title in respect of those Scheme Shares.

5.5 Details of Scheme Participants

Within three Business Days after the Record Date, Target will ensure that details of the names, registered addresses and holdings of Scheme Shares for each Scheme Participant, as shown in the Target Register at 5.00pm on the Record Date, are available to Bidder in such form as Bidder reasonably requires.

5.6 Suspension and termination of quotation of Target Shares

- (a) Target must apply to ASX for suspension of trading of the Target Shares on ASX with effect from the close of business on the Effective Date.
- (b) Target must apply to ASX for termination of official quotation of the Target Shares on ASX and the removal of Target from the official list of ASX with effect from the Business Day immediately following the Implementation Date.

6 General

6.1 Further assurances

- (a) Each Scheme Participant and Target will do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the terms of this Scheme and the transactions contemplated by it.
- (b) Without limiting Target's other powers under this Scheme, Target has power to do all things that it considers necessary or desirable to give effect to this Scheme and the SIA.

6.2 Scheme Participant's agreements and consents

Each Scheme Participant:

- (a) irrevocably agrees to the transfer of their Scheme Shares, together with all rights and entitlements attaching to those Scheme Shares, to Bidder in accordance with the terms of this Scheme; and
- (b) irrevocably consents to Target and Bidder doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the terms of this Scheme and the transactions contemplated by it,

without the need for any further act by that Scheme Participant.

6.3 Appointment of Target as attorney for implementation of Scheme

Each Scheme Participant, without the need for any further act by that Scheme Participant, irrevocably appoints Target as that Scheme Participant's agent and attorney for the purpose of:

- (a) doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the terms of this Scheme and the transactions contemplated by it, including the effecting of a valid transfer or transfers (or the execution and delivery of any Scheme Transfers) under clause 4.3; and
- (b) enforcing the Deed Poll against Bidder,

and Target accepts such appointment. Target, as agent and attorney of each Scheme Participant, may sub-delegate its functions, authorities or powers under this clause 6.3 to all or any of its directors and officers (jointly, severally, or jointly and severally).

6.4 Appointment of Bidder as sole proxy

- (a) Subject to the provision of the Scheme Consideration for the Scheme Shares as contemplated by clause 4.2 of this Scheme, on and from the Implementation Date until Target registers Bidder as the holder of all of the Target Shares in the Target Register, each Scheme Participant:
 - (i) irrevocably appoints Target as attorney and agent (and directs Target in such capacity) to appoint Bidder and each of its directors from time to time (jointly and each of them individually) as its sole proxy and where applicable, corporate representative, to attend shareholders' meetings, exercise the votes attaching to Target Shares registered in its name and sign any shareholders resolution, and no Scheme Participant may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this clause 6.4(a)(i)); and
 - (ii) must take all other actions in the capacity of the registered holder of Target Shares as Bidder reasonably directs.
- (b) Target undertakes in favour of each Scheme Participant that it will appoint Bidder and each of its directors from time to time (jointly and each of them individually) as that Scheme Participant's proxy or, where applicable, corporate representative in accordance with clause 6.4(a)(i) of this Scheme.

6.5 Warranty by Scheme Participants

Each Scheme Participant is deemed to have warranted to Bidder, and, to the extent enforceable, to have appointed and authorised Target as that Scheme Participant's agent and attorney to warrant to Bidder, that all of their Scheme Shares (including any rights and entitlements attaching to those Scheme Shares) will, at the time of the transfer of them to Bidder pursuant to this Scheme, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests and other 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 Scheme Shares (together with any rights and entitlements attaching to those Scheme Shares) to Bidder pursuant to this Scheme. Target undertakes in favour of each Scheme Participant that it will provide such warranty, to the extent enforceable, to Bidder on behalf of that Scheme Participant.

6.6 Title to Scheme Shares

On and from the provision of the Scheme Consideration to each Scheme Participant in the manner contemplated by clause 4.2, Bidder will be beneficially entitled to the Scheme Shares transferred to it under this Scheme pending registration by Target of the name and address of Bidder in the Target Register as the holder of the Scheme Shares.

6.7 Transfer free of encumbrances

To the extent permitted by law, all Scheme Shares (including any rights and entitlements attaching to the Scheme Shares) which are transferred to Bidder under this Scheme will, at the date of the transfer of them to Bidder, vest in Bidder free from all Encumbrances and interests of third parties of any kind, whether legal or otherwise, and free from any restrictions on transfer of any kind not referred to in this Scheme.

6.8 Variations, alterations and conditions to Scheme

If the Court proposes to approve this Scheme subject to any variations, alterations or conditions, Target may, by its counsel or solicitors, and with the prior consent of Bidder, consent on behalf of all persons concerned, including each Target Shareholder, to those variations, alterations or conditions.

6.9 Binding effect of Scheme

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

6.10 Enforcement of Deed Poll

Target undertakes in favour of each Scheme Participant that it will enforce the Deed Poll against Bidder on behalf of and as agent and attorney for the Scheme Participants.

6.11 No liability when acting in good faith

Neither Target nor Bidder, nor any of their respective officers, will be liable for anything done or omitted to be done in the performance of this Scheme in good faith.

6.12 Notices

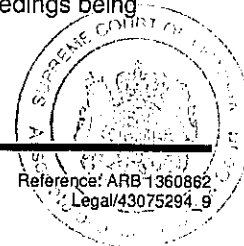
- (a) Where a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Target, it will not be deemed to be received in the ordinary course of post or on a date other than the date (if any) on which it is actually received at Target's registered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

6.13 Costs and duty

- (a) Subject to clause 6.13(b), each of Bidder and Target will pay their share of the costs of this Scheme in accordance with the SIA.
- (b) Bidder will pay all duty (including stamp duty and any related fines, penalties and interest) payable on or in connection with the transfer by Scheme Participants of the Scheme Shares to Bidder pursuant to this Scheme.

6.14 Governing law and jurisdiction

- (a) This Scheme is governed by and is to be construed in accordance with the laws applicable in Victoria, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.



Annexure A
Deed Poll

Annexure not shown.