



VILLAGE ROADSHOW

SUPPLEMENTARY DISCLOSURE DOCUMENT

25 November 2020: Village Roadshow Limited (ASX: VRL) ("VRL") is pleased to announce that the Federal Court of Australia has approved the form of a supplementary disclosure document (**Supplementary Disclosure Document**) to be sent to VRL shareholders in relation to the two alternative but concurrent schemes of arrangement under which an entity owned by funds managed by BGH Capital Pty Ltd ("BGH") proposes to acquire control of VRL ("Structure A Scheme", "Structure B Scheme" and together, "Each Alternative Scheme") referred to in the Scheme Booklet dated 12 October 2020.¹

The Supplementary Disclosure Document contains information on the increase in the Cash Consideration under the Structure A Scheme to **\$3.00 per VRL Share** and in the Cash Consideration under the Structure B Scheme to **\$2.95 per VRL Share**, as previously announced on 23 November 2020. It also contains information relating to the changes in the key dates. VRL shareholders will be notified via email or by post on or before 26 November 2020 with instructions about how to view or download a copy of the Supplementary Disclosure Document.

A copy of the Supplementary Disclosure Document (which contains notices of the postponed scheme meetings for Each Alternative Scheme) is attached.

Scheme Meetings

The Scheme Meetings will now be held virtually on **Monday, 7 December 2020** commencing at 11.00am (Melbourne time).

Proxies

The cut-off date for receipt of proxies is now **11.00am (Melbourne time) on Saturday, 5 December 2020**.

If you have already submitted a valid proxy and you want to change the way in which you have voted, you can register a new proxy at www.vrilscheme.com. **This is the recommended method for changing your proxy, given postal delays and the upcoming deadline of 11.00am (Melbourne time) on Saturday, 5 December 2020.** Alternatively, you can contact the VRL Shareholder Information Line on 1300 163 094 within Australia or +61 3 9415 4151 if outside Australia Monday to Friday between 8.30am and 5.30pm (Melbourne time) to

¹ Defined terms in this announcement have the meaning given to them in the Scheme Booklet.

request a new Proxy Form. Any subsequent Proxy Form that you lodge will revoke any earlier Proxy Form that you have previously lodged.

Elections

The deadline for VRL Shareholders making an Election has now been extended to 5.00pm (Melbourne time) on **Friday, 27 November 2020**. Accordingly, VRL Shareholders who wish to make an Election, or who wish to vary or revoke their existing Election, can do so by contacting the VRL Shareholder Information Line on 1300 163 094 within Australia or +61 3 9415 4151 if outside Australia Monday to Friday between 8.30am and 5.30pm (Melbourne time) to:

- submit their Election Form if they wish to make an Election;
- withdraw their Election; or
- request a new Election Form to vary an existing election which can then be returned by email to: corpactprocessing@computershare.com.au. Any subsequent Election Form will revoke an earlier Election Form.

Any Election or variation or revocation of Elections must be made by no later than 5.00pm (Melbourne time) on Friday, 27 November 2020.

Valid Election Forms for Each Alternative Scheme that have been lodged by a VRL Shareholder are valid unless revoked. VRL Shareholders who have already made an Election and do not wish to change their Election therefore do not need to take any action.

Independent Directors' recommendation

The Independent Directors continue to unanimously recommend that VRL Shareholders vote in favour of Each Alternative Scheme and believe that the BGH Transaction is in the best interests of all VRL Shareholders, in the absence of a Superior Proposal.

The BGH Transaction provides the opportunity for all VRL shareholders to realise an attractive cash price for all of their VRL shares, in a very uncertain operating environment. It represents significant value for all VRL shareholders relative to all alternatives, including the status quo.

It is important that all VRL Shareholders vote on Each Alternative Scheme in order to realise this attractive cash price for their VRL Shares.

Independent Expert's opinion

The Cash Consideration under the Structure A Scheme and the Structure B Scheme is now above the Independent Expert's value range of \$2.03 to \$2.80 per VRL Share.

The Independent Expert, Grant Samuel & Associates Pty Limited has confirmed that its opinion, namely that Each Alternative Scheme is fair and reasonable and that Each

Alternative Scheme is in the best interests of VRL Shareholders, in the absence of a Superior Proposal, has not changed.

Further information

VRL encourages shareholders to read both the Scheme Booklet and the Supplementary Disclosure Document in its entirety before deciding whether or not to vote in favour of Each Alternative Scheme at the Scheme Meetings. VRL also encourages shareholders to note the revised key dates set out in the Supplementary Disclosure Document.

If, after reading the Supplementary Disclosure Document, you have any questions in relation to Each Alternative Scheme or the Supplementary Disclosure Document, please contact the VRL Shareholder Information Line on 1300 163 094 within Australia or +61 3 9415 4151 if outside Australia Monday to Friday between 8.30am and 5.30pm (Melbourne time)

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

For more information:

Simon Phillipson
Company Secretary
+61 3 9281 1000



VILLAGE ROADSHOW

Village Roadshow Limited ACN 010 672 054

Supplementary Disclosure – Revised Proposal

For two alternative schemes of arrangement between Village Roadshow Limited and its shareholders in relation to the proposed acquisition of Village Roadshow Limited

Scheme Meetings now to be held virtually commencing at 11.00am on Monday, 7 December 2020

VOTE IN FAVOUR

YOUR VOTE IS IMPORTANT IN DETERMINING WHETHER EITHER ALTERNATIVE SCHEME PROCEEDS.

YOUR INDEPENDENT DIRECTORS UNANIMOUSLY RECOMMEND THAT YOU VOTE IN FAVOUR OF EACH ALTERNATIVE SCHEME, IN THE ABSENCE OF A SUPERIOR PROPOSAL.

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR URGENT ATTENTION.

This document is being issued because of some changes to the proposed two alternative schemes of arrangement, the main ones being:

- the Cash Consideration for the Structure A Scheme is to be increased from \$2.32 to \$3.00 per VRL Share;
- the Cash Consideration for the Structure B Scheme is to be increased from \$2.22 to \$2.95 per VRL Share;
- the Election Date is now extended to 5.00pm (Melbourne time) on Friday, 27 November 2020;
- Proxy Forms under the two alternative schemes may now be lodged, and can be changed, by 11 AM (Melbourne time) on Saturday, 5 December 2020;
- the Scheme Meetings scheduled to commence at 11:00 am on 26 November 2020 have been postponed, with the Scheme Meetings to now commence at 11:00 am on 7 December 2020; and
- the Second Court Hearing (if either of the two alternative schemes of arrangement are approved) previously listed at 10:15 am on 4 December 2020 has been postponed to 10:15 am on 15 December 2020.

Please note that there are more detailed changes in this document.

This document provides supplementary disclosure to the Scheme Booklet dated 12 October 2020, a copy of which may be downloaded from VRL's microsite for the Proposed Transaction at www.vrlscheme.com. If you are in any doubt as to how to deal with the Scheme Booklet or this supplementary disclosure, please consult your legal, financial, taxation or other professional adviser immediately. If after reading the Scheme Booklet you have any questions about Either Alternative Scheme, please contact the VRL Shareholder Information Line on 1300 163 094 (within Australia) or +61 3 9415 4151 (outside Australia) Monday to Friday between 8.30am and 5.30pm (Melbourne time).

If you have recently sold all of your VRL Shares, please disregard the Scheme Booklet or this supplementary disclosure.

Legal adviser to VRL

MinterEllison

Financial adviser to VRL



Important Notices

Supplementary Disclosure

This Supplementary Disclosure Document supplements the scheme booklet dated 12 October 2020 (**Scheme Booklet**) in connection with the proposed acquisition of VRL by entities owned by funds managed or advised by BGH Capital Pty Ltd (**Structure A Scheme, Structure B Scheme** and together **Each Alternative Scheme** or **Either Alternative Scheme**, as the context requires). This Supplementary Disclosure Document should be read together with the Scheme Booklet such that all references to 'Scheme Booklet' will be taken to include this Supplementary Disclosure Document and the information contained in it. A copy of the Scheme Booklet is available at VRL's microsite for the Proposed Transaction at www.vrlscheme.com.

The purpose of this Supplementary Disclosure Document is to provide VRL Shareholders with updated information concerning an increase in the Scheme Consideration of Each Alternative Scheme. None of the matters referred to in this Supplementary Disclosure Document change the Independent Directors' recommendations in relation to the Each Alternative Scheme. Your Independent Directors continue to unanimously recommend that you vote in favour of Each Alternative Scheme, in the absence of a Superior Proposal.

Defined terms

Unless otherwise defined in this document or the context otherwise requires, capitalised terms defined in the Scheme Booklet have the same meaning when used in this document.

Responsibility for information

Other than the information in section 1.4 of this Supplementary Disclosure Document (**Supplementary BidCo Information**), VRL has been solely responsible for preparing the information in this Supplementary Disclosure Document (**Supplementary VRL Information**). Each BidCo Group Member and VRC Group Member have not independently verified any of the Supplementary VRL Information and do not make any representation or warranty (express or implied) as to, and do not assume any responsibility for, the accuracy, relevance or completeness of, the Supplementary VRL Information. BidCo has been solely responsible for preparing the Supplementary BidCo Information. Each of VRL and each VRL Group Member have not independently verified any of the Supplementary BidCo Information and do not make any representation or warranty (express or implied) as to, and do not assume any responsibility for, the accuracy, relevance or completeness of, the Supplementary BidCo Information.

ASIC and ASX

Neither ASIC nor any of its officers takes any responsibility for the contents of this Supplementary Disclosure Document.

A copy of this Supplementary Disclosure Document has been lodged with ASX. Neither ASX nor any of its officers takes any responsibility for the contents of this Supplementary Disclosure Document.

IMPORTANT NOTICE ASSOCIATED WITH COURT ORDERS UNDER SECTION 411(1) OF THE CORPORATIONS ACT

The Court is not responsible for the contents of this Supplementary Disclosure Document and, having already ordered that the Scheme Meetings be held, the Court does not in any way indicate that the Court:

- (a) has formed any view as to the merits of Each Alternative Scheme or how VRL Shareholders should vote on Each Alternative Scheme (on this matter VRL Shareholders must reach their own decision);
- (b) has prepared, or is responsible for, the content of this Supplementary Disclosure Document; or

(c) has approved or will approve the terms of Either Alternative Scheme.

NOTICE REGARDING SECOND COURT HEARING AND IF ANY VRL SHAREHOLDER WISHES TO OPPOSE THE RELEVANT SCHEME

The date of the Second Court Hearing to approve the Relevant Scheme is scheduled for Tuesday, 15 December 2020.

The hearing will be at 10.15am (Melbourne time) in the Federal Court of Australia (Victoria registry).

A VRL Shareholder has the right to appear and be heard at the Second Court Hearing and may oppose the approval of the Relevant Scheme at the Second Court Hearing. It is possible that the Second Court Hearing will be held either virtually (online only) or by telephone conference. Details on how to attend the Second Court Hearing will be released by VRL to ASX if Each Alternative Scheme or Either Alternative Scheme has been approved by VRL Shareholders at the Scheme Meetings. VRL Shareholders should note that the protocols for attendance at the Second Court Hearing may change at short notice in light of developments relating to the COVID-19 pandemic. Any such change will be announced by VRL to ASX.

If you wish to oppose approval of the Relevant Scheme by the Court at the Second Court Hearing you must file with the Court, and serve on VRL, a notice of appearance in the prescribed form, together with any affidavit on which you wish to rely at the hearing. The notice of appearance and affidavit must be served on VRL at its address for service at least one day before the Second Court Date.

The address for service is: c/o MinterEllison, Level 20, Collins Arch, 447 Collins Street, Melbourne VIC 3000, Attention: Bart Oude-Vrielink. The notice of appearance and affidavit must also be sent by email to bart.oude-vrielink@minterellison.com.

Important notices from the Scheme Booklet

VRL Shareholders should refer to the disclaimers and important notices in the 'Important Notices' section of the Scheme Booklet, which are also applicable in respect of this Supplementary Disclosure Document.

Date of Supplementary Disclosure Document

This Supplementary Disclosure Document is dated 25 November 2020.

1. Scheme Consideration

1.1 Increase to Cash Consideration

Increased Scheme Consideration

As announced on 23 November 2020, VRL, VRC, BidCo and HoldCo have agreed to increase the Cash Consideration under the Structure A Scheme to \$3.00 and Structure B Scheme to \$2.95 per VRL Share.

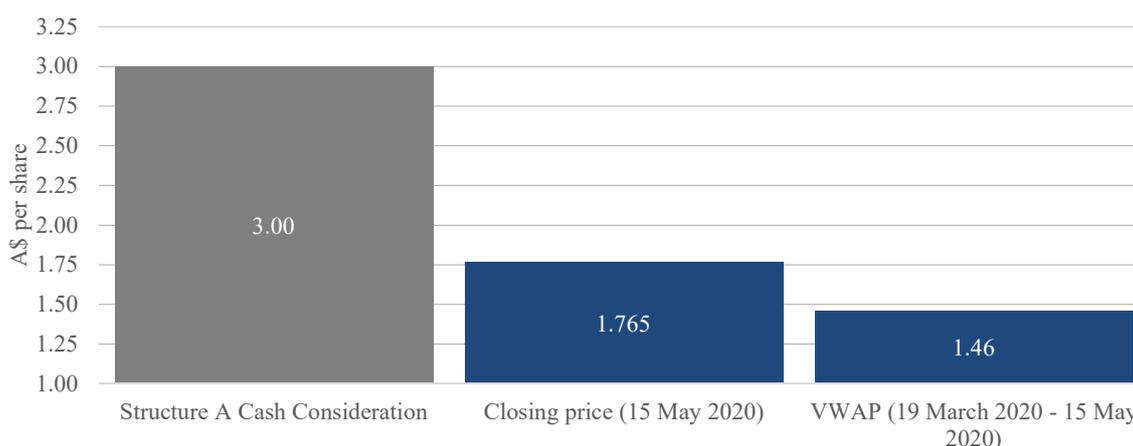
One of VRL's major shareholders, Spheria Asset Management Pty Ltd, has a relevant interest in and controls voting in respect of approximately 6.88% of VRL Shares (**Spheria Held Shares**). In addition, Spheria has a relevant interest in circumstances where it can influence the voting representing an additional 0.91% of VRL Shares (**Spheria Influenced Shares**) resulting in an aggregate relevant interest representing approximately 7.80% of VRL Shares.

Following the increase in the Cash Consideration under both the Structure A Scheme and Structure B Scheme, VRL has received correspondence from Spheria that it intends to vote all Spheria Held Shares in favour of both the Structure A Scheme and the Structure B Scheme, in the absence of a Superior Proposal. In addition, Spheria also intends to recommend that all Spheria Influenced Shares held by its clients are voted in favour of both the Structure A Scheme and the Structure B Scheme, in the absence of a Superior Proposal.

The Cash Consideration of \$3.00 per Share under the Structure A Scheme represents:

- a 70% premium to VRL's closing price of A\$1.765 on Friday, 15 May 2020 (being the last day before the Company released the ASX announcement entitled "Village Roadshow Enters Into Exclusive Discussions with BGH"); and
- a 105% premium to the A\$1.460 VWAP from 19 March 2020 (being the day on which the Company released the ASX announcement entitled "Update on COVID-19 Response") to the end of trading Friday, 15 May 2020,

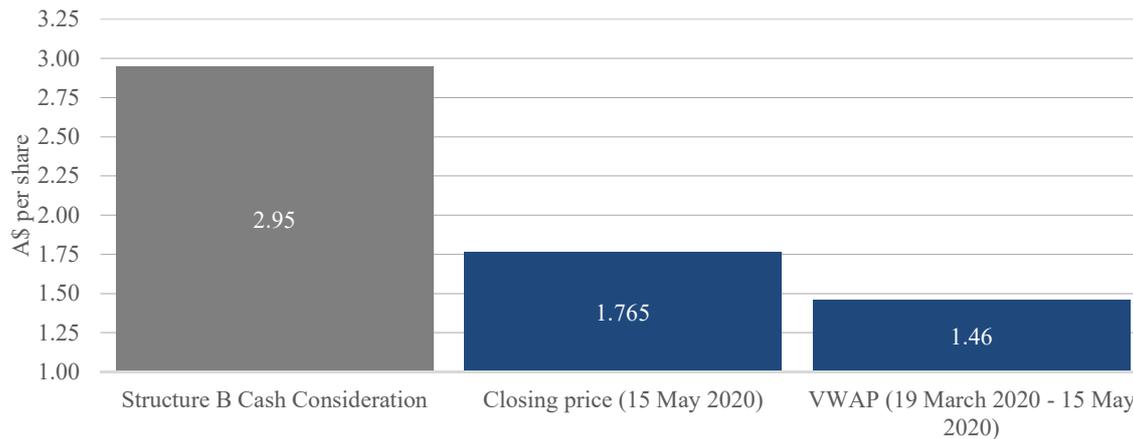
in each case recognising that prior to this date VRL Shares were not trading on an undisturbed basis as there was public knowledge of two separate non-binding indicative private equity offers for VRL.



The Cash Consideration of \$2.95 per Share under the Structure B Scheme represents:

- a 67% premium to VRL’s closing price of A\$1.765 on Friday, 15 May 2020 (being the last day before the Company released the ASX announcement entitled “Village Roadshow Enters Into Exclusive Discussions with BGH”); and
- a 102% premium to the A\$1.460 VWAP from 19 March 2020 (being the day on which the Company released the ASX announcement entitled “Update on COVID-19 Response”) to the end of trading Friday, 15 May 2020,

in each case recognising that prior to this date VRL Shares were not trading on an undisturbed basis as there was public knowledge of two separate non-binding indicative private equity offers for VRL.



Background to price increase

Under the Implementation Agreement that was entered into between VRL, VRC, BidCo and HoldCo on 6 August 2020, the Cash Consideration payment under the Structure A Scheme and the Structure B Scheme originally was \$2.20 per VRL Share and \$2.10 per VRL Shares respectively and were subject to three potential uplifts, being the Border Uplift Event, the Cinema Uplift Event and the Theme Parks Uplift Event.

As announced on 9 November 2020, VRL, VRC, BidCo and HoldCo have entered into a second amending deed (**Second Amending Deed**) which amends the Implementation Agreement to provide for a Cash Consideration of \$2.32 per VRL Share under the Structure A Scheme and \$2.22 per VRL Share under the Structure B Scheme. This agreement reflected the fact that given the:

- Warner Bros. Movie World and Sea World theme parks have been open to the public for some time and while this would most likely result in the Theme Park Uplift Event being triggered on 13 November 2020, the parties to the Implementation Agreement agreed to lock in the uplift of \$0.12 per Share from 9 November 2020; and
- Queensland border restrictions continue to operate as at 1 November 2020 and the major film releases have been deferred since the Implementation Agreement,

the parties to the Implementation Agreement have agreed that the uplifts for the Border Uplift Event and Cinema Uplift Event will not be payable.

As announced on 23 November 2020, VRL, VRC, BidCo and HoldCo have also entered into a third amending deed (**Third Amending Deed**) which amends the Implementation Agreement to provide for Cash Consideration of \$3.00 per VRL Share under the Structure A Scheme and \$2.95 per VRL Share under the Structure B Scheme.

Copies of both the Second Amending Deed and the Third Amending Deed are available from VRL's microsite for the Proposed Transaction at www.vrlscheme.com and from ASX (ASX: VRL).

1.2 Independent Directors' recommendation

The Independent Directors continue to unanimously recommend that VRL Shareholders vote in favour of Each Alternative Scheme and believe that Each Alternative Scheme is in the best interests of all VRL Shareholders, in the absence of a Superior Proposal.

Subject to that same qualification, each Independent Director intends to vote all VRL Shares held or controlled by them in favour of Each Alternative Scheme. As at the date of this Supplementary Disclosure Document, your Independent Directors hold or control in aggregate approximately 0.31% of all VRL Shares on issue.

In continuing to recommend that VRL Shareholders vote in favour of Each Alternative Scheme, the Independent Directors have had regard to the fact that:

- the Independent Expert continues to conclude that the Each Alternative Scheme is fair and reasonable and that Each Alternative Scheme is in the best interests of VRL Shareholders, in the absence of a Superior Proposal; and
- each Alternative Scheme provides the opportunity for all VRL Shareholders to realise an attractive cash price for all of their VRL Shares, in a very uncertain operating environment. It represents significant value for all VRL Shareholders relative to all alternatives, including the status quo.

Update on VRL group debt, cash flow and liquidity

As announced on 23 November 2020, in the period 1 July 2020 to 31 October 2020, the VRL Group generated positive operating cash flow of approximately \$5 million operating cash flow on a pre-capital expenditure basis (after taking into account the benefit of the Federal Government JobKeeper program and other government grants) and negative operating cash flow on a post-capital expenditure basis.

As at 31 October 2020, the VRL Group had net debt of approximately \$311 million – comprising \$370 million of gross debt and \$59 million of cash.¹

Undrawn debt facilities totalled approximately \$50 million out of total VRL Group debt facilities of approximately \$420 million.

VRL expects operating cash flow (pre-capital expenditure) for the period 1 November 2020 to 30 June 2021 to be approximately (\$5) million to (\$15) million, after taking into account the benefit of the Federal Government JobKeeper program but excluding costs associated with the proposed BGH transaction. In addition, VRL expects to spend a further \$55 million (approximately) of capital expenditure prior to 30 June 2021. Consequently, VRL currently expects net debt at 30 June 2021 to be in the range of approximately \$370 million – \$380 million.² This estimate is based on the information currently available to the company and the current trading environment (which remains challenging) and is subject to change.

Based on this estimate, the VRL Group's net debt will have increased by approximately \$152 – \$162 million² (or \$0.78 – \$0.83 per share) during the period 1 January 2020 to 30 June 2021.

1.3 Independent Expert's opinion

The Independent Expert, Grant Samuel & Associates Pty Limited, has confirmed to the Independent Directors that its opinion, namely that Each Alternative Scheme is fair and reasonable and that Each Alternative Scheme is in the best interests of VRL Shareholders, in the absence of a Superior Proposal, has not changed.

¹ 'Cash' excludes cash floats, foreign restricted cash and cash which is held by JVs / associates.

² This amount excludes the net proceeds from any capital raising which are expected to be required in the event that neither the Structure Scheme A nor the Structure Scheme B proceeds.

The Cash Consideration under the Structure A Scheme and the Structure B Scheme is above the Independent Expert's value range of \$2.03 to \$2.80 per share.

1.4 Supplementary BidCo Information

The funding arrangements for the Structure A Cash Consideration and the Structure B Cash Consideration remains the same as disclosed in section 6.5 of the Scheme Booklet, other than as described below.

Based on the number of VRL Shares on issue as at the date of this Supplementary Disclosure Document, then:

- in relation to the Structure A Scheme, the maximum aggregate amount of Structure A Cash Consideration and cash consideration under the Positive Share Sale Agreement and VRC Principals Share Sale Agreement will increase from \$338.85 million to \$438.17 million; and
- in relation to the Structure B Scheme, the maximum aggregate amount of Structure B Cash Consideration will increase from \$433.57 million to \$576.14 million.

BidCo continues to believe that it has a reasonable basis for holding the view, and does hold the view, that it will be able to satisfy its obligations to fund the Scheme Consideration as and when it is due and payable under the terms of Either Alternative Scheme.

1.5 Postponement of Scheme Meetings

On 25 November 2020, the Court ordered that the Scheme Meetings be postponed.

The postponed Structure A Scheme Meeting will now be held virtually at 11.00am on Monday, 7 December 2020 and the postponed Structure B Scheme Meeting will now be held virtually at 12.00 noon on Monday, 7 December 2020 or at the conclusion or adjournment of the Structure A Scheme Meeting (whichever time is later).

The Notice of Postponed Structure A Scheme Meeting is attached as Appendix 1 to this Supplementary Disclosure Document and the Notice of Postponed Structure B Scheme Meeting is attached as Appendix 2 to this Supplementary Disclosure Document.

1.6 Elections and proxy appointments

Elections

The deadline for making an Election is now extended to 5.00pm (Melbourne time) on **Friday, 27 November 2020**. Accordingly, if you wish to make, vary or revoke your existing Election, you can do so by contacting the VRL Shareholder Information Line on 1300 163 094 within Australia or +61 3 9415 4151 if outside Australia Monday to Friday between 8.30am and 5.30pm (Melbourne time) to:

- submit your Election Form if you wish to make an Election;
- revoke your existing Election; or
- request for a new Election Form to vary an existing Election which can then be returned by email to: corpactprocessing@computershare.com.au. Any subsequent Election Form will revoke an earlier Election Form.

Any Election or variation or revocation of your existing Election must be made by no later than 5.00pm (Melbourne time) on Friday, 27 November 2020.

Valid Election Forms for Each Alternative Scheme that have been lodged by a VRL Shareholder are valid unless revoked. VRL Shareholders who have already made an Election and do not wish to change their Election therefore do not need to take any action.

Proxy appointments

For either the Structure A Scheme or the Structure B Scheme to proceed, it is necessary that sufficient VRL Shareholders vote in favour of Either Alternative Scheme. **Important:** you should vote on BOTH the Structure A Scheme and the Structure B Scheme and irrespective of the outcome of the shareholder vote on the Structure A Scheme.

Those persons who are registered as VRL Shareholders at 7.00pm on Saturday, 5 December 2020 will be eligible to vote at the postponed Scheme Meetings.

In particular, please note that Proxy Forms under Either Alternative Scheme must be received by the Share Registry by 11.00am (Melbourne time) on **Saturday, 5 December 2020**. Your Proxy Forms may be lodged online by visiting www.vrlscheme.com and the other methods specified in your Proxy Forms.

Valid Proxy Forms for Each Alternative Scheme that have been lodged by a VRL Shareholder are valid unless revoked. VRL Shareholders who have already lodged a proxy and do not wish to change their proxy therefore do not need to take any action.

If you have already submitted a valid proxy and you want to change the way in which you have voted, you can register a new proxy by visiting www.vrlscheme.com - **This is the recommended method for changing your proxy, given postal delays and the upcoming deadline of 11.00am (Melbourne time) on Saturday, 5 December 2020**. Alternatively, you can contact the VRL Shareholder Information Line on 1300 163 094 within Australia or +61 3 9415 4151 if outside Australia Monday to Friday between 8.30am and 5.30pm (Melbourne time) to request for a new Proxy Form. Any subsequent Proxy Form that you lodge will revoke any earlier Proxy Form that you have previously lodged.

Questions

If you have questions in relation to either varying or revoking your Election or lodging for Proxy Forms, please contact the VRL Shareholder Information Line on 1300 163 094 within Australia or +61 3 9415 4151 if outside Australia Monday to Friday between 8.30am and 5.30pm (Melbourne time).

1.7 Revised key dates

The revised key dates leading up to and following the Scheme Meetings are as follows:

Event	Date (and time)
Last time and date by which Election Forms under Either Alternative Scheme must be received by the Share Registry (whether by email, post or by fax) (Election Date)	This occurred at 5.00pm (Melbourne time) on Monday, 16 November 2020
ASX announcement of indicative Election results, including: <ul style="list-style-type: none"> in the case of the Structure A Scheme that valid Elections have been received below the Structure A Share Floor and therefore no HoldCo Shares will be issued if the Structure A Scheme is implemented; and in the case of the Structure B Scheme, that the Structure B Retention Cap has not been exceeded and therefore no scale back will apply if the Structure B Scheme is implemented 	This occurred on Wednesday, 18 November 2020

Note: the level of valid Elections disclosed in that announcement was indicative only because Shareholders making Elections may trade VRL Shares on ASX up to 4.00 pm on the Effective Date. Any additional

purchases or sales of VRL Shares made by Electing Shareholders after the Election Date will affect the final level of valid Elections	
ASX announcement of any revised indicative Election results as a result of any new Elections, requests for variation or revocation of previous Elections made	As soon as practicable after 5.00pm (Melbourne time) on Friday, 27 November 2020
Last time and date by which proxy forms or powers of attorney for the Scheme Meetings must be received by the Share Registry (whether by mail, by fax or by lodging your proxy online) (Proxy Cut Off Date)	11.00am, Saturday, 5 December 2020
Time and date for determining eligibility to vote at the Scheme Meetings (Voting Entitlement Time)	7.00pm, Saturday, 5 December 2020
Structure A Scheme Meeting to be held virtually (online only) – to vote on the Structure A Scheme Resolution	11.00am, Monday, 7 December 2020
Structure B Scheme Meeting to be held virtually (online only) – to vote on the Structure B Scheme Resolution	12.00 noon, Monday, 7 December 2020 or at the conclusion or adjournment of the Structure A Scheme Meeting (whichever time is later)
Second Court Hearing for orders approving the Relevant Scheme	Tuesday, 15 December 2020
Lodgement by VRL with ASIC of the Court orders approving the Relevant Scheme (Effective Date)	Wednesday, 16 December 2020
Suspension of trading in VRL Shares on ASX	Close of trading on Wednesday, 16 December 2020
Time and date for determining entitlements to the Scheme Consideration (Structure A Scheme Record Date / Structure B Scheme Record Date)	7.00pm on Friday, 18 December 2020
Implementation Date	Tuesday, 29 December 2020

1.8 Amended Schemes

The Structure A Scheme and the Structure B Scheme are proposed to be amended to reflect the amendments made to the Implementation Agreement by the Second and Third Amending Deeds. The Schemes to be voted on at the Scheme Meetings are the Schemes set out in Appendix 2 (for the Structure A Scheme) and Appendix 5 (for the Structure B Scheme) of the Scheme Booklet. At the Second Court Hearing, VRL will apply to the Court for an order under section 411(6) of the Corporations Act approving the Scheme agreed to by VRL shareholders subject to the alterations shown in mark-ups in either Appendix 3 (if the shareholders agree to the Structure A Scheme) or Appendix 4 (if the shareholders agree to the Structure B Scheme).

In relation to the Structure A Scheme, the Second Amending Deed provides for an amendment to the definition of the "VRC Principals". This amendment is to clarify the definition of the "VRC Principals" in the Structure A Scheme. This makes it clear that children and spouses of Robert Kirby, Graham Burke and John Kirby who hold VRL shares but are not parties to the VRC Principals Share Sale Agreements but who are shareholders of VRL are not excluded from voting on the Structure A Scheme, or from participating in that Scheme if it is approved and becomes Effective. This will affect shareholders holding as at the date of this document approximately 0.66% of VRL Shares. VRL has determined that the votes

cast by the children and spouses of Robert Kirby, Graham Burke and John Kirby who hold VRL Shares will be 'tagged' for the purposes of identification at the Structure A Scheme Meeting and drawn to the Court's attention at the Second Court hearing if the Structure A Scheme is approved by the requisite majorities at the Structure A Scheme Meeting.

Save as set out in the Second and Third Amending Deeds, the terms of the Implementation Agreement, Each Alternative Scheme and the Scheme Booklet remain unchanged.

1.9 Other material information

Except as set out in this Supplementary Disclosure Document, in the opinion of the VRL Board, there is no other information material to the making of a voting decision in relation to Each Alternative Scheme or an investment decision in relation to making an Election under Either Alternative Scheme, being information that is within the knowledge of any VRL Director or of any related company of VRL, which has not been previously disclosed to VRL Shareholders.

Appendix 1 – Notice of Postponed Structure A Scheme Meeting

VILLAGE ROADSHOW LIMITED
ACN 010 672 054

NOTICE OF COURT ORDERED

POSTPONED MEETING OF VILLAGE ROADSHOW LIMITED SHAREHOLDERS

Notice is given that, by an Order of the Federal Court of Australia (**Court**) made on 25 November 2020 under sections 411(1) and 1319 of the Corporations Act, the Court has directed that a meeting of the holders of fully paid ordinary shares of VRL (other than Structure A Excluded Shareholders) be held virtually (online only) at 11.00am (Melbourne time) on Monday, 7 December 2020.

The Court has also directed that Peter Tonagh or, if he is unable or unwilling to participate in the virtual (online only) meeting, Jennifer Fox Gambrell, act as Chairperson of the meeting.

PURPOSE OF THE MEETING

The purpose of the meeting is to consider and, if thought fit, to agree (with or without any alterations or conditions agreed to in writing between VRL, VRC and BidCo or any alterations or conditions required by the Court to which VRL, VRC and BidCo agree) to a scheme of arrangement proposed to be made between VRL and the holders of its ordinary shares (other than Structure A Excluded Shareholders) (**Structure A Scheme**).

A copy of the Structure A Scheme and a copy of the Explanatory Statement required by section 412 of the Corporations Act in relation to the Structure A Scheme are contained in the Scheme Booklet dated 12 October 2020 with the proposed modifications to the Structure A Scheme outlined in the Supplementary Disclosure Document which accompanies this notice.

RESOLUTION

The meeting will be asked to consider and, if thought fit, pass the following resolution:

*That under and in accordance with the provisions of section 411 of the Corporations Act 2001 (Cth), the members agree to the arrangement proposed between VRL and the holders of its fully paid ordinary shares (other than Excluded Shareholders), designated the **Structure A Scheme**, as contained in and more particularly described in the Scheme Booklet dated 12 October 2020 (with or without any alterations or conditions agreed or any alterations or conditions required by the Court) and the Board of Directors of VRL is authorised to implement the Structure A Scheme with any such alterations or conditions.*

DATED 25 November 2020

BY ORDER OF THE COURT



.....
Simon Phillipson
Company Secretary

Explanatory notes for the Structure A Scheme Meeting

1. General

- (a) Capitalised words and phrases contained in this Notice of Meeting (including the proposed resolution) have the same meaning as set out in the Glossary in Section 13 of the Scheme Booklet.
- (b) This notice should be read in conjunction with the entire Scheme Booklet and the Supplementary Disclosure Document of which this notice forms part. The Scheme Booklet and the Supplementary Disclosure Document contain important information to assist you in determining how to vote on the proposed resolution. The Scheme Booklet includes a copy of the Structure A Scheme (refer Appendix 2) and a copy of the explanatory statement required by section 412 of the Corporations Act in relation to the Structure A Scheme (the explanatory statement being all Sections of the Scheme Booklet, other than the Appendices). The Supplementary Disclosure Document which accompanies this notice outlines the proposed modifications to the Structure A Scheme.

2. Voting entitlements

For the purposes of the Structure A Scheme Meeting, only those persons registered in the Share Register as a holder of VRL Shares at 7.00pm (Melbourne time) on Saturday, 5 December 2020 (other than Structure A Excluded Shareholders) are entitled to participate and vote at the virtual (online only) Structure A Scheme Meeting in respect of each VRL Share held by them at that time, either personally, by proxy or attorney or, in the case of a VRL Shareholder or proxy who is a corporation, by corporate representative.

3. Required voting majority

- (a) The resolution to approve the Structure A Scheme is subject to approval by the majorities required under section 411(4)(a)(ii) of the Corporations Act.
- (b) The resolution to approve the Structure A Scheme must be approved by:
 - (i) unless the Court orders otherwise, a majority in number (more than 50%) of holders of VRL Shareholders (other than Structure A Excluded Shareholders) present and voting at the Structure A Scheme Meeting (whether personally, by proxy, attorney or, in the case of a VRL Shareholder or a proxy who is a corporation, by corporate representative); and
 - (ii) at least 75% of the total number of votes which are cast at the Structure A Scheme Meeting by VRL Shareholders (other than Structure A Excluded Shareholders) (whether personally or by proxy, attorney, or in the case of a VRL Shareholder or a proxy who is a corporation, corporate representative).
- (c) The vote at the Structure A Scheme Meeting will be conducted by poll.

4. Court approval

In accordance with section 411(4)(b) of the Corporations Act, to become Effective, the Structure A Scheme (with or without any alterations or conditions agreed between VRL, VRC and BidCo or any alterations or conditions required by the Court to which VRL, VRC and BidCo agree) must

also be approved by an order of the Court and an office copy of the orders must be lodged with ASIC. If the Structure A Scheme is approved by the requisite majorities of VRL Shareholders at the Scheme Meeting, VRL intends to apply to the Court for orders approving the Structure A Scheme with the proposed modifications in mark up as attached as Appendix 3 of the Supplementary Disclosure Document that accompanies this notice.

5. How to vote

VRL Shareholders who are entitled to vote at the Structure A Scheme Meeting may vote:

- (a) by participating in the virtual (online only) meeting and voting personally, or by appointing an attorney to participate in the virtual meeting and vote on their behalf or, in the case of a VRL Shareholder or proxy who is a corporation, a corporate representative to attend the meeting and vote on its behalf; or
- (b) by appointing a proxy to participate and vote on their behalf, using the Structure A Scheme Meeting Proxy Form or by appointing a proxy online. A proxy may be an individual or a body corporate.

6. Jointly held VRL Shares

If you hold VRL Shares jointly with one or more other persons, only one of you may vote. If more than one of you attempts to vote in person at the Structure A Scheme Meeting, only the vote of the holder whose name appears first on the Share Register will be counted.

7. Voting in person (or by attorney or corporate representative)

- (a) Eligible VRL Shareholders wishing to vote personally or their attorneys or, in the case of a VRL Shareholder or proxy who is a corporation, corporate representatives should log in online to participate in the virtual Structure A Scheme Meeting by using the following link: <https://web.lumiagm.com>. Please refer to Section 4.4 of the Scheme Booklet for further details on how to watch and participate in the Structure A Scheme Meeting online.
- (b) The relevant parties who plan to participate in the Structure A Scheme Meeting are asked to log in online 15 minutes prior to the time designated for the commencement of the Structure A Scheme Meeting, if possible, to register.
- (c) The power of attorney appointing your attorney to participate in and vote at the Structure A Scheme Meeting must be duly executed by you in the presence of at least one witness, and specify your name, the company (that is, Village Roadshow Limited), and the attorney, and also specify the meeting at which the appointment may be used. The appointment may be a standing one.
- (d) To vote by attorney at this meeting, the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed must be received by the Share Registry before 11.00am (Melbourne time) on Saturday, 5 December 2020 in any of the following ways:
 - (i) **By post** to the Share Registry:
 Village Roadshow Limited, C/- Computershare Investor Services Pty Limited
 GPO Box 242 Melbourne
 Victoria 3001 Australia
 - (ii) **By fax** to the Share Registry on 1800 783 447 (within Australia) and +61 3 9473 2555 (outside Australia).

- (e) Your appointment of an attorney does not preclude you from logging in online and participating and voting at the Structure A Scheme Meeting. The appointment of your attorney is not revoked merely by your participation and taking part in the Structure A Scheme Meeting, but if you vote on a resolution, the attorney is not entitled to vote, and must not vote, as your attorney on that resolution.
- (f) To vote at the Structure A Scheme Meeting, you or your attorney or, in the case of a VRL Shareholder or proxy who is a corporation, corporate representative must log in online to participate in the virtual Scheme Meeting to be held at 11.00am (Melbourne time) on Monday, 7 December 2020 by using the following link: <https://web.lumiagm.com> and using the following Meeting ID: 372-984-605.
- (g) A vote cast in accordance with the appointment of a power of attorney is valid even if before the vote was cast the appointor:
 - (i) died;
 - (ii) became mentally incapacitated;
 - (iii) revoked the power; or
 - (iv) transferred the shares in respect of which the vote was cast,
 unless VRL received written notification of the death, mental incapacity, revocation or transfer before the meeting or, if applicable, the resumption of any adjourned meeting.
- (h) To vote by corporate representative at the meeting, a VRL Shareholder or proxy who is a corporation should obtain a *Certificate of Appointment of Corporate Representative* from the Share Registry, complete and sign the form in accordance with the instructions on it. The completed appointment form should be lodged with the Share Registry prior to the commencement of the meeting.
- (i) The appointment of a representative may set out restrictions on the representative's powers.
- (j) The original *Certificate of Appointment of Corporate Representative*, a certified copy of the *Certificate of Appointment of Corporate Representative*, or a certificate of the body corporate evidencing the appointment of a representative is prima facie evidence of a representative having been appointed.

8. Voting by proxy

Eligible VRL Shareholders wishing to appoint a proxy to vote on their behalf at the Structure A Scheme Meeting must:

- (a) complete and sign or validly authenticate the Structure A Scheme Meeting Proxy Form and delivering the signed and completed Proxy Form to the Share Registry by 11.00am (Melbourne time) on Saturday, 5 December 2020; or
- (b) appoint a proxy online by 11.00am (Melbourne time) on Saturday, 5 December 2020, in accordance with the instructions below.

9. Submitting proxies

Eligible VRL Shareholders wishing to appoint a proxy to participate and vote on their behalf at the Structure A Scheme Meeting must return the provided Structure A Scheme Meeting Proxy Form to the Share Registry in any of the following ways:

- (a) **Online:** if you wish to appoint your proxy online, you should do so by visiting www.vrllscheme.com and by following the instructions on that website. Online appointments of proxies must be done by 11.00am (Melbourne time) on Saturday, 5 December 2020.

Alternatively VRL Shareholders may choose to appoint a proxy as follows:

- (b) **By post** to the Share Registry:
 Village Roadshow Limited, C/- Computershare Investor Services Pty Limited
 GPO Box 242 Melbourne
 Victoria 3001 Australia
- (c) **By fax** to the Share Registry on 1800 783 447 (within Australia) and +61 3 9473 2555 (outside Australia).

As the cut off date for receipt of proxies is 11.00am (Melbourne time) on Saturday, 5 December 2020, if you intend to mail your Structure A Scheme Meeting Proxy Form, you should ensure that it is posted in sufficient time for it to be received by the Share Registry by close on business on Friday, 4 December 2020.

If you have already submitted a valid proxy and you want to change the way in which you have voted, you can register a new proxy by visiting www.vrllscheme.com. **This is the recommended method for changing your proxy, given postal delays and the upcoming deadline of 11.00am (Melbourne time) on Saturday, 5 December 2020.** Alternatively, you can contact the VRL Shareholder Information Line on 1300 163 094 within Australia or +61 3 9415 4151 if outside Australia Monday to Friday between 8.30am and 5.30pm (Melbourne time) to request for a new Proxy Form. Any subsequent Proxy Form that you lodge will revoke any earlier Proxy Form that you have previously lodged.

10. Notes for proxy appointments

- (a) Proxies participating in the virtual Scheme Meetings will need to enter the unique username and password provided by Computershare and select login.
- (b) A VRL Shareholder entitled to participate in and vote at the meeting is entitled to appoint not more than two proxies to participate in and vote at the meeting on behalf of that VRL Shareholder's behalf.
- (c) A proxy need not be a VRL Shareholder.
- (d) You are entitled to appoint up to two proxies to participate in the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy you must specify the names of each proxy and the percentage of votes or number of securities for each proxy on the Structure A Scheme Meeting Proxy Form. Replacement Structure A Scheme Meeting Proxy Forms can also be obtained from the Share Registry.
- (e) If you hold VRL Shares jointly with one or more other persons, in order for your proxy appointment to be valid, each of you must sign the Structure A Scheme Meeting Proxy Form.
- (f) A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on the resolution. If an appointment directs the way the proxy is to vote on the resolution:
- (i) if the proxy is the chair - the proxy must vote on the poll and must vote in the way directed; and

- (ii) if the proxy is not the chair - the proxy need not vote on the poll, but if the proxy does so, the proxy must vote in the way directed.
- (g) If a proxy appointment is signed or validly authenticated by a VRL Shareholder but does not name the proxy or proxies in whose favour it is given, the Chairman or any other director of VRL or the company secretary, as nominated by the Chairman, will act as proxy in respect of the resolution to be considered at the Structure A Scheme Meeting.
- (h) If:
 - (i) a VRL Shareholder nominates the Chairman of the meeting as their proxy; or
 - (ii) the Chairman is otherwise appointed to act as proxy,then the person acting as Chairman in respect of an item of business at the meeting must act as proxy in respect of the resolution to be considered at the Structure A Scheme Meeting.
- (i) The Chairman intends to vote undirected proxies of which he is appointed as proxy in favour of the resolution to approve the Structure A Scheme (in the absence of a Superior Proposal from another party prior to the date of the Structure A Scheme Meeting).
- (j) A vote cast in accordance with the appointment of a proxy is valid even if before the vote was cast the appointor:
 - (i) died;
 - (ii) became mentally incapacitated;
 - (iii) revoked the proxy; or
 - (iv) transferred the shares in respect of which the vote was cast,unless VRL received written notification of the death, mental incapacity, revocation or transfer before the meeting or, if applicable, before the resumption of any adjourned meeting.

Appendix 2 - Notice of Postponed Structure B Scheme Meeting

VILLAGE ROADSHOW LIMITED
ACN 010 672 054

**NOTICE OF COURT ORDERED
 POSTPONED MEETING OF VILLAGE ROADSHOW LIMITED SHAREHOLDERS**

Notice is given that, by an Order of the Federal Court of Australia (**Court**) made on 25 November 2020 under sections 411(1) and 1319 of the Corporations Act, the Court has directed that a meeting of the holders of fully paid ordinary shares of VRL be held virtually (online only) at 12.00 noon (Melbourne time) on Monday, 7 December 2020 or at the conclusion or adjournment of the Structure A Scheme Meeting (whichever time is later).

The Court has also directed that Peter Tonagh or, if he is unable or unwilling to participate in the virtual (online only) meeting, Jennifer Fox Gambrell, act as Chairperson of the meeting.

PURPOSE OF THE MEETING

The purpose of the meeting is to consider and, if thought fit, to agree (with or without any alterations or conditions agreed to in writing between VRL and BidCo or any alterations or conditions required by the Court to which VRL and BidCo agree) to a scheme of arrangement proposed to be made between VRL and the holders of its ordinary shares (**Structure B Scheme**).

A copy of the Structure B Scheme and a copy of the Explanatory Statement required by section 412 of the Corporations Act in relation to the Structure B Scheme are contained in the Scheme Booklet dated 12 October 2020 with the proposed modifications to the Structure B Scheme outlined in the Supplementary Disclosure Document which accompanies this notice.

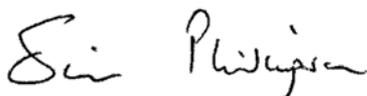
RESOLUTION

The meeting will be asked to consider and, if thought fit, pass the following resolution:

*That under and in accordance with the provisions of section 411 of the Corporations Act 2001 (Cth), the members agree to the arrangement proposed between VRL and the holders of its fully paid ordinary shares, designated the **Structure B Scheme**, as contained in and more particularly described in the Scheme Booklet dated 12 October 2020 (with or without any alterations or conditions agreed or any alterations or conditions required by the Court) and the Board of Directors of VRL is authorised to implement the Structure B Scheme with any such alterations or conditions.*

DATED 25 November 2020

BY ORDER OF THE COURT



.....
 Simon Phillipson
 Company Secretary

Explanatory notes for the Structure B Scheme Meeting

1. General

- (a) Capitalised words and phrases contained in this Notice of Meeting (including the proposed resolution) have the same meaning as set out in the Glossary in Section 13 of the Scheme Booklet.
- (b) This notice should be read in conjunction with the entire Scheme Booklet and the Supplementary Disclosure Document of which this notice forms part. The Scheme Booklet and the Supplementary Disclosure Document contain important information to assist you in determining how to vote on the proposed resolution. The Scheme Booklet includes a copy of the Structure B Scheme (refer Appendix 5) and a copy of the explanatory statement required by section 412 of the Corporations Act in relation to the Structure B Scheme (the explanatory statement being all Sections of the Scheme Booklet, other than the Appendices). The Supplementary Disclosure Document which accompanies this notice outlines the proposed modifications to the Structure B Scheme.

2. Voting entitlements

For the purposes of the Structure B Scheme Meeting, only those persons registered in the Share Register as a holder of VRL Shares at 7.00pm (Melbourne time) on Saturday, 5 December 2020 are entitled to participate and vote at the virtual (online only) Structure B Scheme Meeting in respect of each VRL Share held by them at that time, either personally, by proxy or attorney or, in the case of a VRL Shareholder or proxy who is a corporation, by corporate representative.

3. Required voting majority

- (a) The resolution to approve the Structure B Scheme is subject to approval by the majorities required under section 411(4)(a)(ii) of the Corporations Act.
- (b) The resolution to approve the Structure B Scheme must be approved by:
 - (i) unless the Court orders otherwise, a majority in number (more than 50%) of holders of VRL Shareholders present and voting at the Structure B Scheme Meeting (whether personally, by proxy, attorney or, in the case of a VRL Shareholder or a proxy who is a corporation, by corporate representative); and
 - (ii) at least 75% of the total number of votes which are cast at the Structure B Scheme Meeting by VRL Shareholders whether personally or by proxy, attorney, or in the case of a VRL Shareholder or a proxy who is a corporation, corporate representative).
- (c) The vote at the Structure B Scheme Meeting will be conducted by poll.

4. Court approval

In accordance with section 411(4)(b) of the Corporations Act, to become Effective, the Structure B Scheme (with or without any alterations or conditions agreed between VRL and BidCo or any alterations or conditions required by the Court to which VRL and BidCo agree) must also be approved by an order of the Court and an office copy of the orders must be lodged with ASIC. If the Structure B Scheme is approved by the requisite majorities of VRL Shareholders at the Scheme Meeting, VRL intends to apply to the Court for orders approving the Structure B Scheme

with the proposed modifications in mark up as attached as Appendix 4 of the Supplementary Disclosure Document that accompanies this notice.

5. How to vote

VRL Shareholders who are entitled to vote at the Structure B Scheme Meeting may vote:

- (a) by participating in the virtual (online only) meeting and voting personally, or by appointing an attorney to participate in the virtual meeting and vote on their behalf or, in the case of a VRL Shareholder or proxy who is a corporation, a corporate representative to attend the meeting and vote on its behalf; or
- (b) by appointing a proxy to participate and vote on their behalf, using the Structure B Scheme Meeting Proxy Form accompanying this notice or by appointing a proxy online. A proxy may be an individual or a body corporate.

6. Jointly held VRL Shares

If you hold VRL Shares jointly with one or more other persons, only one of you may vote. If more than one of you attempts to vote in person at the Structure B Scheme Meeting, only the vote of the holder whose name appears first on the Share Register will be counted.

7. Voting in person (or by attorney or corporate representative)

- (a) Eligible VRL Shareholders wishing to vote personally or their attorneys or, in the case of a VRL Shareholder or proxy who is a corporation, corporate representatives should log in online to participate in the virtual Structure B Scheme Meeting by using the following link: <https://web.lumiagm.com>. Please refer to Section 4.4 of the Scheme Booklet for further details on how to watch and participate in the Structure B Scheme Meeting online.
- (b) The relevant parties who plan to participate in the Structure B Scheme Meeting are asked to log in online 15 minutes prior to the time designated for the commencement of the Structure B Scheme Meeting, if possible, to register.
- (c) The power of attorney appointing your attorney to participate in and vote at the Structure B Scheme Meeting must be duly executed by you in the presence of at least one witness, and specify your name, the company (that is, Village Roadshow Limited), and the attorney, and also specify the meeting at which the appointment may be used. The appointment may be a standing one.
- (d) To vote by attorney at this meeting, the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed must be received by the Share Registry before 11.00am (Melbourne time) on Saturday, 5 December 2020 in any of the following ways:
 - (i) **By post** to the Share Registry:
 Village Roadshow Limited, C/- Computershare Investor Services Pty Limited
 GPO Box 242 Melbourne
 Victoria 3001 Australia
 - (ii) **By fax** to the Share Registry on 1800 783 447 (within Australia) and +61 3 9473 2555 (outside Australia)
- (e) Your appointment of an attorney does not preclude you from logging in online and participating and voting at the Structure B Scheme Meeting. The appointment of your attorney is not revoked merely by your participation and taking part in the Structure B

Scheme Meeting, but if you vote on a resolution, the attorney is not entitled to vote, and must not vote, as your attorney on that resolution.

- (f) To vote at the Structure B Scheme Meeting, you or your attorney or, in the case of a VRL Shareholder or proxy who is a corporation, corporate representative must log in online to participate in the virtual Scheme Meeting to be held at 12.00 noon (Melbourne time) on Monday, 7 December 2020 or at the conclusion or adjournment of the Structure A Scheme Meeting (whichever time is later) by using the following link: <https://web.lumiagm.com> and using the following Meeting ID: 313-617-826.
- (g) A vote cast in accordance with the appointment of a power of attorney is valid even if before the vote was cast the appointor:
 - (i) died;
 - (ii) became mentally incapacitated;
 - (iii) revoked the power; or
 - (iv) transferred the shares in respect of which the vote was cast,
 unless VRL received written notification of the death, mental incapacity, revocation or transfer before the meeting or, if applicable, the resumption of any adjourned meeting.
- (h) To vote by corporate representative at the meeting, a VRL Shareholder or proxy who is a corporation should obtain a *Certificate of Appointment of Corporate Representative* from the Share Registry, complete and sign the form in accordance with the instructions on it. The completed appointment form should be lodged with the Share Registry prior to the commencement of the meeting.
- (i) The appointment of a representative may set out restrictions on the representative's powers.
- (j) The original *Certificate of Appointment of Corporate Representative*, a certified copy of the *Certificate of Appointment of Corporate Representative*, or a certificate of the body corporate evidencing the appointment of a representative is prima facie evidence of a representative having been appointed.

8. Voting by proxy

Eligible VRL Shareholders wishing to appoint a proxy to vote on their behalf at the Structure B Scheme Meeting must:

- (a) complete and sign or validly authenticate the Structure B Scheme Meeting Proxy Form and delivering the signed and completed Proxy Form to the Share Registry by 11.00am (Melbourne time) on Saturday, 5 December 2020; or
- (b) appoint a proxy online by 11.00am (Melbourne time) on Saturday, 5 December 2020, in accordance with the instructions below.

9. Submitting proxies

Eligible VRL Shareholders wishing to appoint a proxy to participate and vote on their behalf at the Structure B Scheme Meeting must return the provided Structure B Scheme Meeting Proxy Form to the Share Registry in any of the following ways:

- (a) **Online:** if you wish to appoint your proxy online, you should do so by visiting www.vrlscheme.com and by following the instructions on that website. Online

appointments of proxies must be done by 11.00am (Melbourne time) on Saturday, 5 December 2020.

Alternatively VRL Shareholders may choose to appoint a proxy as follows:

(b) **By post** to the Share Registry:

Village Roadshow Limited, C/- Computershare Investor Services Pty Limited
GPO Box 242 Melbourne
Victoria 3001 Australia

(c) **By fax** to the Share Registry on 1800 783 447 (within Australia) and +61 3 9473 2555 (outside Australia).

As the cut off date for receipt of proxies is 11.00am (Melbourne time) on Saturday, 5 December 2020, if you intend to mail your Structure B Scheme Meeting Proxy Form, you should ensure that it is posted in sufficient time for it to be received by the Share Registry by close on business on Friday, 4 December 2020.

If you have already submitted a valid proxy and you want to change the way in which you have voted, you can register a new proxy by visiting www.vrllscheme.com. **This is the recommended method for changing your proxy, given postal delays and the upcoming deadline of 11.00am (Melbourne time) on Saturday, 5 December 2020.** Alternatively, you can contact the VRL Shareholder Information Line on 1300 163 094 within Australia or +61 3 9415 4151 if outside Australia Monday to Friday between 8.30am and 5.30pm (Melbourne time) to request for a new Proxy Form. Any subsequent Proxy Form that you lodge will revoke any earlier Proxy Form that you have previously lodged.

10. Notes for proxy appointments

- (a) Proxies participating in the virtual Scheme Meetings will need to enter the unique username and password provided by Computershare and select login.
- (b) A VRL Shareholder entitled to participate in and vote at the meeting is entitled to appoint not more than two proxies to participate in and vote at the meeting on behalf of that VRL Shareholder's behalf.
- (c) A proxy need not be a VRL Shareholder.
- (d) You are entitled to appoint up to two proxies to participate in the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy you must specify the names of each proxy and the percentage of votes or number of securities for each proxy on the Structure B Scheme Meeting Proxy Form. Replacement Structure B Scheme Meeting Proxy Forms can also be obtained from the Share Registry.
- (e) If you hold VRL Shares jointly with one or more other persons, in order for your proxy appointment to be valid, each of you must sign the Structure B Scheme Meeting Proxy Form.
- (f) A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on the resolution. If an appointment directs the way the proxy is to vote on the resolution:
 - (i) if the proxy is the chair - the proxy must vote on the poll and must vote in the way directed; and
 - (ii) if the proxy is not the chair - the proxy need not vote on the poll, but if the proxy does so, the proxy must vote in the way directed.

- (g) If a proxy appointment is signed or validly authenticated by a VRL Shareholder but does not name the proxy or proxies in whose favour it is given, the Chairman or any other director of VRL or the company secretary, as nominated by the Chairman, will act as proxy in respect of the resolution to be considered at the Structure B Scheme Meeting.
- (h) If:
- (i) a VRL Shareholder nominates the Chairman of the meeting as their proxy; or
 - (ii) the Chairman is otherwise appointed to act as proxy,
- then the person acting as Chairman in respect of an item of business at the meeting must act as proxy in respect of the resolution to be considered at the Structure B Scheme Meeting.
- (i) The Chairman intends to vote undirected proxies of which he is appointed as proxy in favour of the resolution to approve the Structure B Scheme (in the absence of a Superior Proposal from another party prior to the date of the Structure B Scheme Meeting).
- (j) A vote cast in accordance with the appointment of a proxy is valid even if before the vote was cast the appointor:
- (i) died;
 - (ii) became mentally incapacitated;
 - (iii) revoked the proxy; or
 - (iv) transferred the shares in respect of which the vote was cast,
- unless VRL received written notification of the death, mental incapacity, revocation or transfer before the meeting or, if applicable, before the resumption of any adjourned meeting.

Appendix 3 - Amended Structure A Scheme



Structure A Scheme of Arrangement

Village Roadshow Limited ABN 43 010 672 054

—

Scheme Shareholders

—

Structure A - Scheme of Arrangement

Village Roadshow Limited ABN 43 010 672 054

Details	3
Agreed terms	4
1. Defined terms & interpretation	4
1.1 Definitions	4
1.2 Interpretation	9
1.3 Business Day	10 9
1.4 Listing requirements included as law	10 9
2. Preliminary	10
2.1 VRL	10
2.2 VRC and HoldCo	10
2.3 General	10
2.4 Consequence of this Scheme becoming Effective	10
3. Conditions	1110
4. Implementation	11
4.1 Lodgement of Court orders	11
4.2 Transfer of Scheme Shares	11
5. Scheme Consideration	1211
5.1 Amount of Scheme Consideration	12 11
5.2 Election procedure	12
5.3 Foreign Scheme Shareholders	13 12
5.4 Provision of Scheme Consideration	13 12
5.5 Foreign resident capital gains withholding	14 13
5.6 Joint holders	14
5.7 Fractional entitlements	15 14
5.8 Unclaimed monies	15 14
5.9 Status of HoldCo Shares	15
5.10 Order of a court or Regulatory Authority	15
5.11 Definition of <i>sending</i>	16 15
6. Dealings in VRL Shares	16
6.1 Determination of Scheme Shareholders	16
6.2 Register	16
7. Suspension and delisting	17
8. General Scheme provisions	17
8.1 Consent to amendments to this Scheme	17
8.2 Binding effect of Scheme	17
8.3 Scheme Shareholders' agreements and acknowledgment	17
8.4 Warranties by Scheme Shareholders	18
8.5 Title to and rights in Scheme Shares	18
8.6 Authority given to VRL	18
8.7 Appointment of sole proxy	19
8.8 Instructions and elections	19
9. General	20
9.1 Stamp duty	20
9.2 Notices	20
9.3 Further assurances	20
9.4 Governing law and jurisdiction	20
9.5 No liability when acting in good faith	20

Details

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

Between the parties

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

and

Each Scheme Shareholder

Agreed terms

1. Defined terms & interpretation

1.1 Definitions

In this Scheme, unless the context requires otherwise:

ASIC means the Australian Securities and Investments Commission.

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

~~**Australian Theatres Joint Venture** means the joint venture established and operated pursuant to the joint venture agreement dated 26 May 1989, as varied from time to time, between Village Cinemas Australia Pty Ltd, The Greater Union Organisation Pty Ltd and Birch, Carroll & Coyle Limited.~~

~~**Border Uplift Event** means the event where:~~

- ~~(a) at 12 noon (Brisbane time) on 1 November 2020, there are no border control measures imposed by the Queensland Government prohibiting any person from New South Wales from entering Queensland; and~~
- ~~(b) at 12 noon (Brisbane time) on 15 November 2020, there are no border control measures imposed by the Queensland Government prohibiting any person from Victoria from entering Queensland.~~

BGH means BGH Capital Pty Ltd ACN 617 836 982.

BidCo means VRG Bidco Pty Limited ACN 642 862 422.

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

Cash Consideration means ~~\$2.20~~ \$3.00 for each Scheme Share, unless:

- ~~(a) if the Cinema Uplift Event occurs but neither the Theme Parks Uplift Event nor the Border Uplift Event occurs, in which case it means \$2.28;~~
- ~~(b) if the Theme Parks Uplift Event occurs, but neither the Cinema Uplift Event nor the Border Uplift Event occurs, in which case it means \$2.32;~~
- ~~(c) if the Border Uplift Event occurs but neither the Cinema Uplift Event nor the Theme Park Uplift Event occurs, in which case it means \$2.25;~~
- ~~(d) if both the Cinema Uplift Event and the Border Uplift Event occur, but the Theme Park Uplift Event does not occur, in which case it means \$2.33;~~
- ~~(e) if both the Theme Park Uplift Event and the Border Uplift Event occur, but the Cinema Uplift Event does not occur, in which case it means \$2.37;~~
- ~~(f) if both the Cinema Uplift Event and the Theme Parks Uplift Event occur, but the Border Uplift Event does not occur, in which case it means \$2.40; or~~
- ~~(g) if all of the Cinema Uplift Event, the Theme Parks Uplift Event and the Border Uplift Event occur, in which case it means \$2.45;~~

~~for each Scheme Share.~~

~~**Cinema Business Locations** means the cinema sites operated by:~~

- ~~(a) the VRL Group (including sites under the Australian Theatres Joint Venture); and~~
- ~~(b) each of The Greater Union Organisation Pty Ltd and Birch, Carroll & Coyle Limited under the Australian Theatres Joint Venture.~~

Cinema Uplift Event means the event where:

- ~~(a) the majority of the Cinema Business Locations; and~~
 - ~~(b) the Cinema Business Locations that have previously contributed to at least 75% of the revenue derived from the total Cinema Business Locations by reference to the financial year ended 30 June 2019 as specified in a list previously agreed by VRL and BidCo,~~
- ~~are open to the public for a period of 5 Business Days ending at 4pm on the day that is 11 days prior to the Proxy Cut-Off Date (disregarding temporary closures for cleaning or analogous purposes in accordance with the requirements of any Governmental Agency), and the relevant requirements of clause 5.3 of the Implementation Date have been met.~~

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

CHES Holding has the meaning given in the Settlement Rules.

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

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

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

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

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

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

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

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

Election Date means 5.00pm on ~~the date that is seven clear days before the Proxy Cut-Off Date~~ [27 November 2020](#).

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

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

Excluded Shareholder means:

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

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

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

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

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

HoldCo means VRG Holdco Limited ACN 642 854 313.

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

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

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

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

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

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

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

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

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

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

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

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

Regulatory Authority means:

- (a) any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, tribunal, agency or entity;
- (b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; or
- (c) any regulatory organisation established under statute, in Australia whether federal, state, territorial or local.

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

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

but does not include the HoldCo Shareholders' Deed.

Scheme Consideration in respect of a Scheme Shareholder means:

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

then:

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

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

then:

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

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

where:

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

B = the Share Cap; and

C = if the Scheme Shareholder:

- (a) has made a Partial Election, the number of Scheme Shares in respect of which the Scheme Shareholder has made an Election to receive HoldCo Shares; or
- (b) has made a Maximum Election, the number of Scheme Shares held by the Scheme Shareholder; and
- (iv) the Cash Consideration for each of the Scheme Shares held by the Scheme Shareholder less the number of Scheme Shares held by the Scheme Shareholder

in respect of which HoldCo Shares are to be issued as calculated in accordance with paragraph (b)(iii); or

- (c) if:
- (i) the Scheme Shareholder is a Foreign Scheme Shareholder or has not made a valid Election on or before the Election Date; or
 - (ii) either:
 - (A) the total number of Scheme Shares in respect of which Scheme Shareholders who are not Foreign Scheme Shareholders in aggregate have made valid Elections to receive HoldCo Shares on or before the Election Date is less than the Share Floor; or
 - (B) Scheme Shareholders in aggregate have not made valid Elections to receive HoldCo Shares on or before the Election Date for any HoldCo Shares,

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

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

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

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

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

Settlement Rules means the ASX Settlement Operating Rules.

Share Cap means 29,287,889 VRL Shares.

Share Floor means 9,762,630 VRL Shares.

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

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

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

~~**Theme Parks Uplift Event** means an event where the Warner Bros. Movie World and Sea World theme parks are open to the public for a period of 5 Business Days ending at 4pm on the day that is 11 days prior to the Proxy Cut Off Date (disregarding temporary closures for weather related events, cleaning or analogous purposes in accordance with the requirements of any Governmental Agency), and the relevant requirements of clause 5.3 of the Implementation Agreement have been met.~~

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

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

VRC Principals means Robert Kirby, Graham Burke and John Kirby and includes ~~a~~ [those of their](#) closely related ~~party parties as follows: of any of them but does not include VRC.~~

[\(a\) C&J Kirby Investments Pty Ltd \(ACN 151 761 992\);](#)

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

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

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

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

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

1.2 Interpretation

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

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

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

1.3 Business Day

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

1.4 Listing requirements included as law

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

2. Preliminary

2.1 VRL

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

2.2 VRC and HoldCo

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

2.3 General

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

2.4 Consequence of this Scheme becoming Effective

If this Scheme becomes Effective:

- (a) HoldCo will provide or procure the provision of the component of the Scheme Consideration that comprises HoldCo Shares to Scheme Shareholders in accordance with this Scheme;
- (b) subject to BidCo complying with its obligations under the Subscription Agreement (which HoldCo will procure), VRC will provide or procure the provision of the component of the

Scheme Consideration that comprises Cash Consideration in accordance with this Scheme; and

- (c) all the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date, will be transferred to VRC, and VRL will enter VRC in the Share Register as the holder of the Scheme Shares with the result that VRL will become a wholly-owned subsidiary of VRC.

3. Conditions

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

4. Implementation

4.1 Lodgement of Court orders

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

4.2 Transfer of Scheme Shares

On the Implementation Date:

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

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

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

5. Scheme Consideration

5.1 Amount of Scheme Consideration

Each Scheme Shareholder is entitled to receive the Scheme Consideration.

5.2 Election procedure

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

5.3 Foreign Scheme Shareholders

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

5.4 Provision of Scheme Consideration

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

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

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

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

5.5 Foreign resident capital gains withholding

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

5.6 Joint holders

In the case of Scheme Shares held in joint names:

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

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

5.7 Fractional entitlements

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

5.8 Unclaimed monies

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

5.9 Status of HoldCo Shares

Subject to this Scheme becoming Effective, HoldCo must:

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

5.10 Order of a court or Regulatory Authority

If:

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

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

5.11 Definition of *sending*

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

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

6. Dealings in VRL Shares

6.1 Determination of Scheme Shareholders

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

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

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

6.2 Register

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

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

7. Suspension and delisting

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

8. General Scheme provisions

8.1 Consent to amendments to this Scheme

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

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

8.2 Binding effect of Scheme

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

8.3 Scheme Shareholders' agreements and acknowledgment

Each Scheme Shareholder:

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

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

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

8.4 Warranties by Scheme Shareholders

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

8.5 Title to and rights in Scheme Shares

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

8.6 Authority given to VRL

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

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

8.7 Appointment of sole proxy

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

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

8.8 Instructions and elections

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

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

9. General

9.1 Stamp duty

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

9.2 Notices

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

9.3 Further assurances

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

9.4 Governing law and jurisdiction

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

9.5 No liability when acting in good faith

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

Appendix 4 - Amended Structure B Scheme



Structure B Scheme of Arrangement

Village Roadshow Limited ABN 43 010 672 054

—

Scheme Shareholders

—

Structure B - Scheme of Arrangement

Village Roadshow Limited ABN 43 010 672 054

Details	4
Agreed terms	5
1. Defined terms & interpretation	5
1.1 Definitions	5
1.2 Interpretation	8
1.3 Business Day	9
1.4 Listing requirements included as law	9
2. Preliminary	9
2.1 VRL	9
2.2 BidCo	9
2.3 General	10 9
2.4 Consequence of this Scheme becoming Effective	10
3. Conditions	10
4. Implementation	10
4.1 Lodgement of Court orders	10
4.2 Transfer of Transferring Shares	11 10
5. Scheme Consideration	11
5.1 Amount of Scheme Consideration	11
5.2 Election procedure	11
5.3 Provision of Scheme Consideration	12 11
5.4 Foreign resident capital gains withholding	12
5.5 Joint holders	13
5.6 Fractional entitlements	13
5.7 Unclaimed monies	13
5.8 Order of a court or Regulatory Authority	13
5.9 Definition of <i>sending</i>	14
6. Retention Shares	14
6.1 General	14
6.2 Retained Shares Scaleback	14
6.3 Fractional entitlements	14
7. Dealings in VRL Shares	15
7.1 Determination of Scheme Shareholders	15
7.2 Register	15
8. Suspension and delisting	16
9. General Scheme provisions	16
9.1 Consent to amendments to this Scheme	16
9.2 Binding effect of Scheme	16
9.3 Scheme Shareholders' agreements and acknowledgment	16
9.4 Warranties by Scheme Shareholders	16
9.5 Title to and rights in Scheme Shares	17
9.6 Authority given to VRL	17
9.7 Appointment of sole proxy	18
9.8 Instructions and elections	18
10. General	18
10.1 Stamp duty	18
10.2 Notices	18
10.3 Further assurances	19

10.4	Governing law and jurisdiction	19
10.5	No liability when acting in good faith	19

Details

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

Between the parties

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

and

Each Scheme Shareholder

Agreed terms

1. Defined terms & interpretation

1.1 Definitions

In this Scheme, unless the context requires otherwise:

ASIC means the Australian Securities and Investments Commission.

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

~~**Australian Theatres Joint Venture** means the joint venture established and operated pursuant to the joint venture agreement dated 26 May 1989, as varied from time to time, between Village Cinemas Australia Pty Ltd, The Greater Union Organisation Pty Ltd and Birch, Carroll & Coyle Limited.~~

~~**Border Uplift Event** means the event where:~~

- ~~(a) at 12 noon (Brisbane time) on 1 November 2020, there are no border control measures imposed by the Queensland Government prohibiting any person from New South Wales from entering Queensland; and~~
- ~~(b) at 12 noon (Brisbane time) on 15 November 2020, there are no border control measures imposed by the Queensland Government prohibiting any person from Victoria from entering Queensland.~~

BGH means BGH Capital Pty Ltd ACN 617 836 982.

BidCo means VRG Bidco Pty Limited ACN 642 862 422.

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

Cash Consideration means ~~\$2.10~~ 2.95 for each Scheme Share, unless:

- ~~(a) if the Cinema Uplift Event occurs but neither the Theme Parks Uplift Event nor the Border Uplift Event occurs, in which case it means \$2.18;~~
- ~~(b) if the Theme Parks Uplift Event occurs but neither the Theme Parks Uplift Event nor the Border Uplift Event occurs, in which case it means \$2.22;~~
- ~~(c) if the Border Uplift Event occurs but neither the Cinema Uplift Event nor the Theme Park Uplift Event occurs, in which case it means \$2.15;~~
- ~~(d) if both the Cinema Uplift Event and the Border Uplift Event occur, but the Theme Park Uplift Event does not occur, in which case it means \$2.23;~~
- ~~(e) if both the Theme Park Uplift Event and the Border Uplift Event occur, but the Cinema Uplift Event does not occur, in which case it means \$2.27; or~~
- ~~(f) if both the Cinema Uplift Event and Theme Parks Uplift Event occur, but the Border Uplift Event does not occur, in which case it means \$2.30; and~~
- ~~(g) if all of the Cinema Uplift Event, the Theme Parks Uplift Event and the Border Uplift Event occur, in which case it means \$2.35;~~

~~for each Scheme Share.~~

~~**Cinema Business Locations** means the cinema sites operated by:~~

- ~~(a) the VRL Group (including sites under the Australian Theatres Joint Venture); and~~
- ~~(b) each of The Greater Union Organisation Pty Ltd and Birch, Carroll & Coyle Limited under the Australian Theatres Joint Venture.~~

Cinema Uplift Event means the event where:

~~(a) the majority of the Cinema Business Locations; and~~

~~(b) the Cinema Business Locations that have previously contributed to at least 75% of the revenue derived from the total Cinema Business Locations by reference to the financial year ended 30 June 2019 as specified in a list previously agreed by VRL and BidCo;~~

~~are open to the public for a period of 5 Business Days ending at 4pm on the day that is 11 days prior to the Proxy Cut-Off Date (disregarding temporary closures for cleaning or analogous purposes in accordance with the requirements of any Governmental Agency), and the relevant requirements of clause 6.3 of the Implementation Date have been met.~~

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

CHES Holding has the meaning given in the Settlement Rules.

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

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

Deed Poll means the Structure B Scheme Deed Poll dated 7 October 2020 executed by VRL and BidCo under which BidCo, among other things, covenants in favour of the Scheme Shareholders to perform the actions attributed to it under this Scheme.

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

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

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

Election means an election by a VRL Shareholder to retain 100% of their Scheme Shares in accordance with clause 6 of this Scheme and not transfer those shares to BidCo under this Scheme.

Election Date means 5.00pm on ~~the date that is seven clear days before the Proxy Cut-Off Date~~ [27 November 2020](#).

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

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

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

HoldCo means VRG Holdco Limited ACN 642 854 313.

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

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

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

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

Nominee has the meaning given in the VRL Shareholders' Deed.

Nominee Deed has the meaning given in the VRL Shareholders' Deed.

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

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

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

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

Regulatory Authority means:

- (a) any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, tribunal, agency or entity;
- (b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; or
- (c) any regulatory organisation established under statute,

in Australia whether federal, state, territorial or local.

Retained Share means a Scheme Share to be retained by a Scheme Shareholder in accordance with clause 6.

Retaining Shareholder means a Scheme Shareholder that holds any Retained Shares.

Retention Cap means 97,626,298 VRL Shares.

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

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

but does not include the VRL Shareholders' Deed.

Scheme Consideration in respect of a Scheme Shareholder means:

- (a) if the Scheme Shareholder has not made a valid Election on or before the Election Date, the Cash Consideration for every Scheme Share held by the Scheme Shareholder; or
- (b) if the Scheme Shareholder has made a valid Election on or before the Election Date and clause 6 has been applied to their holding of Scheme Shares, with the effect that the Scheme Shareholder is a Transferring Shareholder by reason of clause 6.2, the Transferring Shareholder will receive Scheme Consideration equal to the Cash Consideration for every Transferring Share held by that Scheme Shareholder.

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

Scheme Share means a Share on issue as at the Record Date.

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

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

Settlement Rules means the ASX Settlement Operating Rules.

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

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

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

~~**Theme Parks Uplift Event** means an event where the Warner Bros. Movie World and Sea World theme parks are open to the public for a period of 5 Business Days ending at 4pm on the day that is 11 days prior to the Proxy Cut-Off Date (disregarding temporary closures for weather related events, cleaning or analogous purposes in accordance with the requirements of any Governmental Agency), and the relevant requirements of clause 6.3 of the Implementation Agreement have been met.~~

Transferring Shareholder means a Scheme Shareholder that holds Transferring Shares.

Transferring Share means a Scheme Share that is not a Retained Share.

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

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

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

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

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

VRL Shareholders' Deed means the document titled 'Shareholders' Deed' in relation to VRL dated on or about 9 October 2020 between VRL, BidCo and the Participating Shareholders (as defined in the VRL Shareholders' Deed).

1.2 Interpretation

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

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a clause or schedule is a reference to a clause of or schedule to this Scheme.
- (f) A reference to an **agreement** or **document** (including a reference to this Scheme) is to the agreement or document as amended, supplemented, novated or replaced, except to

the extent prohibited by this Scheme or that other agreement or document, and includes, except to the extent this Scheme expressly provides otherwise the recitals, schedules and annexures to that agreement or document.

- (g) A reference to a party to this Scheme or an agreement or document includes the party's executors, administrators, successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to **dollars** or **\$** is to Australian currency.
- (l) All references to time are to Melbourne, Australia time.
- (m) Mentioning anything after *includes, including, for example*, or similar expressions, does not limit what else might be included.
- (n) A word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act.
- (o) A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity.

1.3 Business Day

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

1.4 Listing requirements included as law

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

2. Preliminary

2.1 VRL

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

2.2 BidCo

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

2.3 General

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

2.4 Consequence of this Scheme becoming Effective

If this Scheme becomes Effective:

- (a) BidCo will provide or procure the provision of the Scheme Consideration to Transferring Shareholders in accordance with this Scheme; and
- (b) all the Transferring Shares, together with all rights and entitlements attaching to the Transferring Shares at the Implementation Date, will be transferred to BidCo, and VRL will enter BidCo in the Share Register as the holder of the Transferring Shares.

3. Conditions

- (a) This Scheme is conditional on, and will have no force or effect until, the satisfaction of each of the following conditions precedent:
 - (i) all the conditions precedent in clause 4.1 of the Implementation Agreement (other than the condition in clause 4.1(j) of the Implementation Agreement (Court approval)) having been satisfied or waived in accordance with the terms of the Implementation Agreement by no later than the Delivery Time on the Second Court Date;
 - (ii) neither the Implementation Agreement nor the Deed Poll having been terminated in accordance with their terms by no later than the Delivery Time on the Second Court Date;
 - (iii) approval of this Scheme by the Court under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act as are agreed to in writing by VRL and BidCo;
 - (iv) such other conditions imposed by the Court under section 411(6) of the Corporations Act, as are acceptable to the parties, having been satisfied; and
 - (v) the orders of the Court made under section 411(4)(b) (and if applicable section 411(6)) of the Corporations Act approving this Scheme coming into effect, pursuant to section 411(10) of the Corporations Act, on or before the End Date (or any later date VRL and BidCo agree in writing).
- (b) The satisfaction of the conditions referred to in clause 3(a) of this document is a condition precedent to the operation of clauses 4.2 and 5.

4. Implementation

4.1 Lodgement of Court orders

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

4.2 Transfer of Transferring Shares

On the Implementation Date:

- (a) subject to the payment by VRL of the Scheme Consideration in the manner contemplated by clause 5.3(b), the Transferring Shares, together with all rights and entitlements attaching to the Transferring Shares at the Implementation Date, will be transferred to BidCo, without the need for any further act by any Transferring Shareholder (other than acts performed by VRL or its officers as agent and attorney of the Transferring Shareholders under clause 9.6 or otherwise), by:
 - (i) VRL delivering to BidCo a duly completed and executed share transfer form to transfer all the Transferring Shares to BidCo, executed on behalf of the Transferring Shareholders by VRL; and
 - (ii) BidCo duly executing such transfer form and delivering it to VRL for registration; and
- (b) immediately after receipt of the transfer form in accordance with clause 4.2(a)(ii), VRL must enter, or procure the entry of, the name of BidCo in the Share Register in respect of the Transferring Shares transferred to BidCo in accordance with this Scheme.

5. Scheme Consideration

5.1 Amount of Scheme Consideration

Each Transferring Shareholder is entitled to receive the Scheme Consideration in respect of each of their Transferring Shares.

5.2 Election procedure

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

be treated in any other manner that BidCo and VRL agree is fair to the VRL Shareholder in all the circumstances acting reasonably).

5.3 Provision of Scheme Consideration

- (a) The obligation of BidCo to provide the Scheme Consideration under this Scheme and the Deed Poll will be satisfied by BidCo, no later than the Business Day before the Implementation Date, depositing in cleared funds into the Trust Account an amount equal to the aggregate amount of the Cash Consideration payable to Transferring Shareholders who are entitled to the Cash Consideration under this Scheme, such amount to be held by VRL on trust for the Transferring Shareholders and for the purpose of sending the aggregate Cash Consideration to the Transferring Shareholders (except that any interest on the amount will be for the account of BidCo).
- (b) On the Implementation Date and subject to funds having been deposited in accordance with clause 5.3(a), VRL must pay or procure the payment of the Cash Consideration to each Transferring Shareholder who is entitled to the Cash Consideration under this Scheme from the Trust Account by doing any of the following at its election:
 - (i) sending (or procuring the VRL Registry to send) it to the Transferring Shareholder's Registered Address by cheque (in the name of that Transferring Shareholder) in Australian currency drawn out of the Trust Account; or
 - (ii) depositing (or procuring the VRL Registry to deposit) it into an account with any Australian ADI (as defined in the Corporations Act) notified to VRL (or the VRL Registry) by an appropriate authority from the Transferring Shareholder.
- (c) If:
 - (i) a Transferring Shareholder does not have a Registered Address and no account has been notified in accordance with clause 5.3(b)(ii) or a deposit into such an account is rejected or refunded; or
 - (ii) a cheque issued under this clause 5 has been cancelled in accordance with clause 5.7(a),

VRL as the trustee for the Transferring Shareholders may credit the amount payable to the relevant Transferring Shareholder to a separate bank account of VRL (**Separate Account**) to be held until the Transferring Shareholder claims the amount or the amount is dealt with under the *Unclaimed Money Act 2008* (Vic). To avoid doubt, if the amount is not credited to a Separate Account, the amount will continue to be held in the Trust Account until the Transferring Shareholder claims the amount or the amount is dealt with under *Unclaimed Money Act 2008* (Vic). Until such time as the amount is dealt with under *Unclaimed Money Act 2008* (Vic), VRL must hold the amount on trust for the relevant Transferring Shareholder, but any interest or other benefit accruing from the amount will be to the benefit of BidCo. An amount credited to the Separate Account or Trust Account (as applicable) is to be treated as having been paid to the Transferring Shareholder when credited to the Separate Account or Trust Account (as applicable). VRL must maintain records of the amounts paid, the people who are entitled to the amount and any transfers of the amounts.

- (d) To the extent that, following satisfaction of VRL's obligations under clause 5.2(b), there is a surplus in the amount held in the Trust Account, that surplus may be paid by VRL to BidCo.

5.4 Foreign resident capital gains withholding

- (a) If BidCo determines, having regard to legal advice, that BidCo is either:
 - (i) required by law to withhold any amount from a payment to a Transferring Shareholder; or
 - (ii) liable to pay an amount to the Commissioner of Taxation under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) in respect of the acquisition of Transferring Shares from a Transferring Shareholder,

then BidCo is entitled to withhold the relevant amount before making the payment to the Transferring Shareholder and payment of the reduced amount shall be taken to be full payment of the relevant amount for the purposes of this Scheme, including clause 5.3.

- (b) BidCo must pay any amount so withheld to the relevant taxation authority within the time permitted by law, and, if requested in writing by the relevant Transferring Shareholder, provide a receipt or other appropriate evidence (or procure the provision of such receipt or other evidence) of such payment to the relevant Transferring Shareholder.

5.5 Joint holders

In the case of Transferring Shares held in joint names:

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

5.6 Fractional entitlements

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

5.7 Unclaimed monies

- (a) VRL may cancel a cheque sent under this clause 5 if the cheque:
 - (i) is returned to VRL; or
 - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 11 months commencing on the Implementation Date, on request in writing from a Transferring Shareholder to VRL (or the Share Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), VRL must reissue a cheque that was previously cancelled under clause 5.7(a).
- (c) The *Unclaimed Money Act 2008 (Vic)* will apply in relation to any Scheme Consideration which becomes “unclaimed money” (as defined in section 3 of the *Unclaimed Moneys Act 2008 (Vic)*).
- (d) Any interest or other benefit accruing from unclaimed Scheme Consideration will be to the benefit of BidCo.

5.8 Order of a court or Regulatory Authority

If:

- (a) written notice is given to VRL (or the Share Registry) of an order or direction made by a court of competent jurisdiction or by another Regulatory Authority that requires payment to a third party of a sum in respect of Transferring Shares held by a particular Transferring Shareholder, which would otherwise be payable to that Transferring Shareholder by VRL in accordance with this clause 5, then VRL may procure that payment is made in accordance with that order or direction; or
- (b) written notice is given to VRL (or the Share Registry) of an order or direction made by a court of competent jurisdiction or by another Regulatory Authority that prevents VRL from making a payment to any particular Transferring Shareholder in accordance with clause 5.3(b), or such payment is otherwise prohibited by applicable law, VRL may retain an amount equal to the number of Transferring Shares held by that Transferring Shareholder multiplied by the Scheme Consideration until such time as payment in accordance with this clause 5 is permitted by that order or direction or otherwise by law,

and the payment or retention by VRL (or the Share Registry) will constitute the full discharge of VRL's obligations under clause 5.3(b) with respect of the amount so paid or retained until, in the case of clause 5.8(b), it is no longer required to be retained.

5.9 Definition of *sending*

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

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

6. Retention Shares

6.1 General

- (a) Any VRL Shareholder will be entitled to make an Election, subject to the terms of this clause 6.
- (b) Subject to clause 6.2:
 - (i) a Scheme Shareholder who makes a valid Election will retain all of their Scheme Shares;
 - (ii) a Scheme Shareholder will be a Retaining Shareholder in respect of the Scheme Shares they retain; and
 - (iii) the Scheme Shares retained by the Retaining Shareholder will be Retained Shares.

6.2 Retained Shares Scaleback

Subject to the remainder of this clause 6, if the number of Scheme Shares held by Scheme Shareholders who have made valid Elections is greater than the Retention Cap, the number of Scheme Shares to be retained by a Scheme Shareholder who has made a valid Election will be calculated in accordance with the following formula:

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

where:

NR = the number of Scheme Shares to be retained by the Scheme Shareholder, subject to the remainder of this clause 6;

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

B = the Retention Cap; and

C = the number of Scheme Shares held by the Scheme Shareholder,

in which case that Scheme Shareholder will be a Transferring Shareholder in respect of that number of Scheme Shares by which C exceeds NR, and will receive Scheme Consideration in relation to those Transferring Shares.

6.3 Fractional entitlements

Where the calculation of the Scheme Consideration to be retained by a Retaining Shareholder would result in a fraction of a share, that fractional amount of a share will be rounded down to the nearest whole share.

Any Scheme Shares held by a Retaining Shareholder that are not Retained Shares due to the operation of this clause 6 are Transferring Shares, and the Retaining Shareholder is a Transferring Shareholder in respect of those Transferring Shares.

7. Dealings in VRL Shares

7.1 Determination of Scheme Shareholders

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

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

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

7.2 Register

- (a) **(Registration of transfers)** VRL must register registrable transmission applications or transfers of the kind referred to in clause 7.1(b) by or as soon as reasonably practicable after the Record Date (provided that for the avoidance of doubt nothing in this clause 7.2 requires VRL to register a transfer that would result in a VRL Shareholder holding a parcel of VRL Shares that is less than a 'marketable parcel' (as defined in the Settlement Rules)).
- (b) **(No registration after Record Date)** VRL will not accept for registration or recognise for any purpose any transmission application or transfer in respect of VRL Shares received after 5.00pm on the day on which the Record Date occurs, other than to BidCo in accordance with this Scheme and any subsequent transfer to or by BidCo or its successors in title.
- (c) **(Maintenance of Share Register)** For the purpose of determining entitlements to the Scheme Consideration, VRL must maintain the Share Register in accordance with the provisions of this clause until the Scheme Consideration has been delivered to the Transferring Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) **(No disposal after Record Date)** From the Record Date until registration of BidCo in respect of all Transferring Shares under clause 4, no VRL Shareholder may dispose or otherwise deal with VRL Shares (or purport to do so) in any way except as set out in this Scheme and any attempt to do so will have no effect and VRL shall be entitled to disregard any such disposal or dealing.
- (e) **(Statements of holding from Record Date)** All statements of holding for Transferring Shares will cease to have effect from the Record Date as documents of title in respect of those shares. As from the Record Date, each entry current at that date on the Share Register in respect of Transferring Shares will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the VRL Shares relating to that entry.
- (f) **(Provision of Scheme Shareholder details)** As soon as practicable on or after the Record Date and in any event within one Business Day after the Record Date, VRL will ensure that details of the names, Registered Addresses and holdings of VRL Shares for each Scheme Shareholder are available to BidCo in the form BidCo reasonably requires.

8. Suspension and delisting

- (a) VRL will apply to ASX to suspend trading on the ASX in VRL Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by BidCo, and to take effect only after the transfer of the Transferring Shares has been registered in accordance with clause 4.2(b), VRL will apply:
 - (i) for termination of the official quotation of VRL Shares on ASX; and
 - (ii) to have itself removed from the official list of ASX, andeach Retaining Shareholder is deemed to have agreed to VRL taking the steps referred to in this clause.

9. General Scheme provisions

9.1 Consent to amendments to this Scheme

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

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

9.2 Binding effect of Scheme

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

9.3 Scheme Shareholders' agreements and acknowledgment

Each Scheme Shareholder:

- (a) agrees to the transfer of their Transferring Shares together with all rights and entitlements attaching to those VRL Shares in accordance with this Scheme;
- (b) who holds their Transferring Shares in a CHESS Holding agrees to the conversion of those Shares to an Issuer Sponsored Holding and irrevocably authorises VRL to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion;
- (c) agrees to any variation, cancellation or modification of the rights attached to their VRL Shares constituted by or resulting from this Scheme;
- (d) agrees to, on the direction of BidCo, destroy any holding statements or share certificates relating to their Transferring Shares;
- (e) to the extent they hold Retained Shares, agrees to be bound by the VRL Shareholders' Deed;
- (f) acknowledges and agrees that this Scheme binds VRL and all Scheme Shareholders (including those who did not attend the Scheme Meeting or did not vote at that meeting or voted against this Scheme at that Scheme Meeting).

9.4 Warranties by Scheme Shareholders

- (a) Each Scheme Shareholder is deemed to have warranted to VRL, in its own right and for the benefit of BidCo, that as at the Implementation Date:
 - (i) all of its Transferring Shares which are transferred to BidCo under this Scheme, including any rights and entitlements attaching to those Transferring Shares, will,

at the time of transfer, be free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any "security interests" within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind;

- (ii) all of its Transferring Shares which are transferred to BidCo under this Scheme will, on the date on which they are transferred to BidCo, be fully paid;
 - (iii) it has full power and capacity to transfer its Transferring Shares to BidCo together with any rights attaching to those shares; and
 - (iv) it has no existing right to be issued any VRL Shares, options exercisable into VRL Shares, VRL convertible notes or any other VRL securities.
- (b) VRL undertakes that it will provide the warranties in clause 9.4(a) to BidCo as agent and attorney of each Scheme Shareholder.

9.5 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Transferring Shares (including all rights and entitlements attached to Transferring Shares) transferred under this Scheme will be transferred free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any "security interests" within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind.
- (b) On and from the Implementation Date, subject to the provision of the Scheme Consideration to each Transferring Shareholder in the manner contemplated by clause 5.3(b), BidCo will be beneficially entitled to the Transferring Shares transferred to it under this Scheme pending registration by VRL of BidCo in the Share Register as the holder of the Transferring Shares.

9.6 Authority given to VRL

- (a) Scheme Shareholders will be deemed to have authorised VRL to do and execute all acts, matters, things and documents on the part of each Scheme Shareholder necessary for or incidental to the implementation of this Scheme, including executing and delivering, as agent and attorney of each Scheme Shareholder:
- (i) a share transfer or transfers in relation to Transferring Shares as contemplated by clause 4.2;
 - (ii) any deed or document required by VRL or BidCo that causes each Retaining Shareholder to be bound by the VRL Shareholders' Deed;
 - (iii) if the aggregate of:
 - (A) the total number of holders of Retained Shares; and
 - (B) the total number of expected holders of the Transferring Shares, would, in BidCo's reasonable opinion, exceed 50, any transfer of Retained Shares to the Nominee as deemed necessary by BidCo for the Nominee to hold on bare trust as provided for, and in accordance with the VRL Shareholders' Deed and the Nominee Deed (such that the Retaining Shareholders affected by such transfer will be beneficial holders but not the legal holders of the Retained Shares); and
 - (iv) any deed or document required by VRL or BidCo that causes each Retaining Shareholder to be bound by the constituent documents of any trust for the Retaining Shareholder referred to in clause 9.6(a)(iii).
- (b) Each Scheme Shareholder, without the need for any further act, irrevocably appoints VRL and all of its directors, secretaries and officers (jointly and severally) as its attorney and agent for the purpose of:

- (i) on the Effective Date, enforcing the Deed Poll against BidCo and VRL accepts such appointment; and
- (ii) on the Implementation Date, executing any document necessary to give effect to this Scheme including, a proper instrument of transfer of its Transferring Shares for the purposes of section 1071B of the Corporations Act which may be a master transfer of all, the Transferring Shares and VRL accepts such appointment.

9.7 Appointment of sole proxy

Immediately after the provision of the Scheme Consideration to each Transferring Shareholder in the manner contemplated by clause 5.3(b) until VRL registers BidCo as the holder of all Transferring Shares in the Share Register, each Transferring Shareholder:

- (a) is deemed to have irrevocably appointed BidCo as its attorney and agent (and directed BidCo in such capacity) to appoint an officer or agent nominated by BidCo as its sole proxy and, where applicable, corporate representative to attend shareholders' meetings of VRL, exercise the votes attaching to the Transferring Shares registered in its name and sign any shareholders' resolution;
- (b) undertakes not to otherwise attend Shareholders' meetings, exercise the votes attaching to Transferring Shares registered in their names or sign or vote on any resolutions (whether in person, by proxy or by corporate representative) other than pursuant to clause 9.7(a);
- (c) must take all other actions in the capacity of a registered holder of Transferring Shares as BidCo reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 9.7(a), BidCo and any officer or agent nominated by BidCo under clause 9.7(a) may act in the best interests of BidCo as the intended registered holder of the Transferring Shares.

9.8 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Regulatory Authority), all instructions, notifications or elections by a Transferring Shareholder to VRL binding or deemed binding between the Transferring Shareholder and VRL relating to VRL or Transferring Shares (including any email addresses, instructions relating to communications from VRL, whether dividends are to be paid by cheque or into a specific bank account, notices of meetings or other communications from VRL) will be deemed from the Implementation Date (except to the extent determined otherwise by BidCo in its sole discretion), by reason of this Scheme, to be made by the Transferring Shareholder to BidCo and will be accepted by BidCo until that instruction, notification or election is revoked or amended in writing addressed to BidCo at its registry.

10. General

10.1 Stamp duty

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

10.2 Notices

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

10.3 Further assurances

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

10.4 Governing law and jurisdiction

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

10.5 No liability when acting in good faith

Neither BidCo nor any of its respective directors, officers, secretaries or employees, will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.