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ASX ANNOUNCEMENT (UWL)

ACQUISITION OF OPTICOMM AND EQUITY RAISING

"Creation of a Growing, Large Scale National Private Fibre Challenger"

- *Uniti to acquire OptiComm via a recommended scheme of arrangement*
- *Creation of a growing, large scale national private fibre challenger with enhanced scale, capability and adjacent market access*
- *High level of visibility into future organic earnings growth and network expansion with approximately 190,000 combined contracted lots*
- *Total Uniti consideration of approximately $532 million comprising approximately $407 million in cash and approximately 84.0 million Uniti shares implying $125 million*[1]
- *Uniti acquisition consideration funded via a $270 million entitlement offer, $150 million new debt facilities and 84.0 million Uniti shares to be issued to OptiComm shareholders*
- *23% EPS accretive including an estimated ~$10 million of run-rate synergies*
- *Uniti FY20 earnings guidance upgraded; annualised H2 FY20 EBITDA of $37 – $39 million and annualised Jun-20 exit run-rate of $40.5 – $41.5 million*[2]
- *The annualised Jun-20 exit run-rate EBITDA represents > 24% growth compared to exit run-rate EBITDA guidance provided in Dec-19, with no acquisitions in H2 highlighting acquisition integration capability and organic growth achievement*[3]

15 June 2020: Uniti Group Limited (ASX: UWL) (**Uniti** or the **Company**) is pleased to announce that it has entered into a scheme implementation deed with ASX-listed OptiComm Ltd (ASX: OPC) (**OptiComm**) under which Uniti will acquire 100% of OptiComm's shares on issue by way of a recommended scheme of arrangement (the **Scheme** or the **Acquisition**).

The acquisition consideration payable by Uniti for 100% of OptiComm's shares consists of cash consideration of approximately $407 million (**Aggregate Cash Consideration**) and scrip consideration of approximately 84 million Uniti shares (**Aggregate Scrip Consideration**) (together, the **Scheme Consideration**). The Scheme Consideration implies a value of $5.10 per OptiComm share and total consideration of approximately $532 million assuming $125 million for the implied value of the Aggregate Scrip Consideration[4]. Uniti is offering OptiComm's shareholders the ability to elect to receive the Scheme Consideration in one of five alternatives subject to pro rata scaleback mechanisms if either the elected cash or scrip consideration exceed the above aggregate limits.

The Aggregate Cash Consideration (including transaction costs) will be funded via a $270 million fully underwritten[5] accelerated non-renounceable entitlement offer (**Entitlement Offer**) and a new $150 million debt facility.

[1] Calculated based on the theoretical ex-rights price ("TERP") of $1.49 (rounded to the nearest cent). TERP is a theoretical calculation only and the actual price at which Uniti Shares trade immediately following the ex-date for the Entitlement Offer may be different from TERP.
[2] EBITDA excludes one-off costs such as transaction costs associated with recent acquisitions, restructuring costs and non-cash share based payment expenses.
[3] Based on annualised exit run rate EBITDA guidance provided in Dec-19 of $33 million. EBITDA excludes one-off costs such as transaction costs associated with recent acquisitions, restructuring costs and non-cash share based payment expenses.
[4] Based on the Aggregate Scrip Consideration multiplied by TERP of $1.49 (rounded to the nearest cent).
[5] Refer to Regulatory Event in the Disclaimers & Important Notices.

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Each OptiComm shareholder will also receive a $0.10 per OptiComm share fully franked special dividend payable by OptiComm subject to OptiComm director approval and conditional on the Scheme becoming effective.

OptiComm's directors have unanimously recommended that its shareholders vote in favour of the Scheme, and each OptiComm director has confirmed their intention for any OptiComm shares which they own or control to be voted in favour of the Scheme, in each case subject to an independent expert concluding that the proposed transaction is in the best interests of OptiComm shareholders and in the absence of a superior proposal.

Uniti Chairman, Graeme Barclay stated, "*The acquisition of OptiComm and the associated Entitlement Offer accelerates our strategy in private fibre infrastructure ownership and delivers the next phase of growth for Uniti shareholders. Shareholders are expected to benefit from significant value creation from this transformational transaction and from the combined scale and capabilities of a more diverse telecommunications infrastructure company with a large pipeline of long-term growth opportunities. The Uniti Board is confident that we are well placed to significantly grow the fibre footprint, and maximise the efficiencies of the combined businesses to drive long-term, sustainable shareholder value.*"

STRATEGIC RATIONALE

The acquisition of OptiComm continues the delivery of Uniti's established 3 pillar strategy. This acquisition will provide the following benefits:

- ***Accelerates Uniti's strategy in private infrastructure***: complementary core greenfield FTTP network and accelerated entry into retirement living, community and commercial precinct adjacencies

- ***Significant benefits from network transformation***: acquisition of a high performance and resilient network with the ability to accommodate future bandwidth needs and provide significant opportunity to expand fibre network products and capability into enterprise and business market segments

- ***Long-term sustainable organic growth***: high level of assured future organic earnings growth supported by an existing contracted pipeline in excess of 150,000 lots held by OptiComm today, in addition to greater than 70,500 active premises

- ***Increased financial scale, diversification and market relevance***: a stronger, larger, more profitable and diversified business, with a market capitalisation expected to be eligible for S&P/ASX 200 Index inclusion

- ***Financially compelling returns for shareholders***: immediately EPS accretive pre-synergies and 23% EPS accretive including $10 million of estimated run-rate synergies[6]

[6] FY20 EPS accretion as if the acquisition was effective from 1 July 2019, presented pre-transaction and integration costs and acquisition related amortisation. Please refer to the Investor Presentation released on the ASX today for further information.

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FY20 EARNINGS GUIDANCE UPGRADED

Uniti has continued to perform above management forecasts across all business units during the second half of the financial year ending 30 June 2020 (**FY20**) to date resulting in an upgrade to FY20 earnings guidance compared to the earnings guidance announced in February 2020.

Earnings guidance was previously a H2 FY20 EBITDA of $17.5 million - $18.5 million ($35 million - $37 million on an annualised basis) and an annualised exit run-rate EBITDA[7], as at June 2020, of between $38 million - $40 million.

During the second half of FY20 Uniti has not made an acquisition and has focused on business integration and organic profitable growth, and is now confirming it expects EBITDA for H2 FY20 to be in a range of $18.5 million - $19.5 million ($37 - $39 million on an annualised basis) and an annualised run-rate EBITDA as at June 2020 of between $40.5 million - $41.5 million. The midpoint of the revised annualised June 2020 exit run-rate EBITDA of $41 million represents a 24% increase achieved during H2 FY20 compared to the December 2019 annualised exit run-rate EBITDA guidance of $33 million, without an earnings contribution from an acquisition.

Additional detail on the trading update is included in the Investor Presentation released on the ASX today. Full details on Uniti's FY20 trading performance and outlook will be provided in the full year financial results expected on 23rd August 2020.

Uniti Managing Director and CEO, Michael Simmons stated, "*OptiComm is highly complementary to Uniti's existing fibre infrastructure business, providing an embedded pipeline of funded organic growth, increased fibre network build capability and a successful, skilled workforce to enhance our proposition to existing and prospective customers. OptiComm will strengthen Uniti's position in the consumer FTTP market while accelerating our entry into identified adjacent market segments such as retirement living, commercial precincts, enterprise and brownfield markets. Our earnings growth in H2 FY20 and increased guidance without an acquisition being completed in H2 is evidence of our ability to integrate acquisitions to achieve efficiencies and growth. We are confident of achieving the same outcome for shareholders from the OptiComm acquisition.*"

CUSTOMARY CONDITIONALITY

The Scheme remains subject to limited customary conditions including OptiComm shareholder and court approval, the independent expert concluding that the Scheme is in the best interests of OptiComm shareholders and no material adverse change, prescribed occurrence or regulated event affecting either party.

Under the scheme implementation deed, OptiComm will be bound by customary exclusivity protections in favour of Uniti including no talk and no due diligence (which are subject to the OptiComm directors' fiduciary obligations), no shop and notification obligations and matching rights in the event of a competing proposal. The parties have also agreed reciprocal break fees of $5.4 million payable in certain circumstances.

Implementation of the Scheme is expected to occur in late September 2020. Please refer to the attached scheme implementation deed for further information.

[7] EBITDA excludes one-off costs such as transaction costs associated with recent acquisitions, restructuring costs and non-cash share based payment expenses.

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SCHEME CONSIDERATION FUNDING

Uniti will fund the Scheme Consideration via a $270 million Entitlement Offer, the issuance of approximately 84 million Uniti shares to OptiComm shareholders (implying a value for the Uniti scrip consideration of approximately $125 million[8]), and a new 3 year $150 million debt facility.

Uniti shareholders will own approximately 86% of the enlarged company following the issuance of Uniti shares as part of the Scheme Consideration to existing OptiComm shareholders, and following completion of the Entitlement Offer, Uniti will maintain a conservative and flexible capital structure, with pro forma net leverage of approximately 1.3x[9].

THE ENTITLEMENT OFFER

Under the Entitlement Offer, eligible Uniti shareholders are invited to subscribe for 1 new Uniti share (**New Shares**) for every 1.68 existing Uniti shares (**Entitlement**) held at 7.00pm (AEST) on Wednesday, 17 June 2020.

All shares offered under the Entitlement Offer will be issued at a price of $1.40 per New Share, which represents a:

- 9.1% discount to Uniti's last close price of $1.54 on 12 June 2020; and
- 6.0% discount to TERP[10] of $1.49.

Approximately 192.9 million new Uniti shares will be issued under the Entitlement Offer. Each New Share issued under the Entitlement Offer will rank equally with existing Uniti shares. Uniti will seek quotation of the New Shares on the ASX.

INSTITUTIONAL ENTITLEMENT OFFER

The institutional entitlement offer will take place on 15 June 2020 (**Institutional Entitlement Offer**). Eligible institutional shareholders will be invited to participate in the Institutional Entitlement Offer and can choose to take up all, part or none of their entitlement.

Entitlements that eligible institutional shareholders do not take up by the close of the Institutional Entitlement Offer, and entitlements that would otherwise have been offered to ineligible institutional shareholders, will be sold through an institutional shortfall bookbuild on 15 June 2020.

RETAIL ENTITLEMENT OFFER

Eligible retail shareholders will be invited to participate in the retail entitlement offer at the same offer price and offer ratio as the Institutional Entitlement Offer (**Retail Entitlement Offer**). The Retail Entitlement Offer will open on 22 June 2020 and is expected to close at 5.00pm (AEST) on 6 July 2020.

Eligible retail shareholders will be those with registered addresses in Australia and New Zealand only.

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[8] Based on TERP of $1.49 (rounded to the nearest cent).

[9] Net leverage represents pro forma net debt as at 31 December 2019 of approximately $112 million divided by combined FY20 EBITDA of $86.7 million including $10 million of estimated synergies.

[10] TERP is a theoretical price at which Uniti shares should trade at immediately after the ex-date for the Entitlement Offer. TERP is a theoretical calculation only and the actual price at which Uniti's shares trade immediately after the ex-date for the Entitlement Offer will depend on many factors and may not equal TERP. TERP is calculated by reference to Uniti's closing price of $1.54 on Friday 12 June 2020.

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Eligible retail shareholders can choose to take up all, part or none of their entitlement.

Eligible retail shareholders wishing to participate in the Retail Entitlement Offer should carefully read the retail offer booklet and accompanying personalised entitlement and acceptance form which are expected to be despatched on or around 22 June 2020. Copies of the retail offer booklet will be available on the ASX website (www.asx.com.au) from 22 June 2020.

ENTITLEMENT OFFER TIMETABLE

An indicative timetable of key dates in relation to the Entitlement Offer is set out below.

Event	Date
Trading halt and announcement of Acquisition and Entitlement Offer	Monday, 15 June 2020
Institutional Entitlement Offer bookbuild	Monday, 15 June 2020
Announcement of results of Institutional Entitlement Offer (**IEO**)	Tuesday, 16 June 2020
Trading halt lifted – shares recommence trading on ASX	Tuesday, 16 June 2020
Entitlement Offer record date (7:00pm)	Wednesday, 17 June 2020
Retail offer booklet despatched to Eligible Retail Shareholders	Monday, 22 June 2020
Retail Entitlement Offer (**REO**) opens	Monday, 22 June 2020
Settlement of New Shares issued under the IEO	Tuesday, 23 June 2020
Issue and commencement of trading of New Shares under the IEO	Wednesday, 24 June 2020
Retail Entitlement Offer closes (5:00pm)	Monday, 6 July 2020
Announcement of results of REO	Thursday, 9 July 2020
Settlement of New Shares under the REO	Friday, 10 July 2020
Issue of New Shares under the REO	Monday, 13 July 2020
Commencement of trading of New Shares issued under the REO	Tuesday, 14 July 2020
Despatch of holding statements in respect of New Shares issued under the REO	Wednesday, 15 July 2020

The timetable is indicative only and dates and times are subject to change without notice. All dates and times refer to AEST.

ADDITIONAL INFORMATION

Further details of the Acquisition and the Entitlement Offer are set out in the Investor Presentation released on the ASX today. The Investor Presentation contains important information including key risks and foreign selling jurisdictions with respect to the Entitlement Offer.

BofA Securities is acting as financial adviser to Uniti on the Acquisition and Joint Lead Manager and Underwriter with Goldman Sachs on the Entitlement Offer. Lander & Rogers is acting as Legal Adviser to Uniti on the Acquisition and Issuer's Counsel on the Entitlement Offer.

Eligible retail shareholders who have questions relating to the Retail Entitlement Offer should call Uniti's share registry, Boardroom Pty Ltd on 1300 737 760 (within Australia) or + 61 2 9290 9600 (from outside Australia) from 8.30am to 5.30pm (AEST) Monday to Friday during the Retail Entitlement Offer period.

CONFERENCE CALL

A conference call will be held at 10:30am (AEST) on 15 June 2020 for investors and analysts. Participants will be required to pre-register for the call at the following link: https://s1.c-conf.com/diamondpass/10007729-invite.html.

Following registration, participants will receive a calendar invite and a unique code which is to be quoted when dialling into the call.

This announcement was authorised for release by the Board.

- ENDS -

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FURTHER INFORMATION

For further information, contact as below:

Ashe-Lee Jegathesan – Company Secretary
P - 03 9034 7897
E – investors@unitigrouplimited.com
W – https://investors.unitiwireless.com/

ABOUT UNITI GROUP

Uniti Group (ASX:UWL) is a diversified provider of telecommunications services, with 'three pillars' of strategic growth; Wholesale & Infrastructure, Specialty Services, and Consumer & Business Enablement.

Uniti Group listed on the Australian Securities Exchange in February 2019 with a stated strategy of becoming a leading provider of niche telecommunications services, via both organic growth and inorganic mergers and acquisitions. The Company has brought together an experienced Board and Executive team to support the identification, execution and integration of the sizeable pool of identified opportunities across the three growth pillars.

At the core of Uniti Group is a commitment to deliver high quality, diversified telecommunications products and services to its customers, in order to produce strong and growing returns to its shareholders.

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DISCLAIMERS & IMPORTANT NOTICES

Important Notice

This announcement has been prepared for publication in Australia and may not be released to US wire services or distributed in the United States. This announcement does not constitute an offer of securities for sale in the United States or any other jurisdiction. Any securities described in this announcement may not be offered or sold in the United States absent registration under the US Securities Act of 1933 or an exemption from registration.

Forward looking statements

This announcement contains certain "forward looking statements", including but not limited to projections, and guidance on future financial performance, potential synergies and estimates, the timing and outcome of the Scheme, the outcome and effects of the Entitlement Offer and the use of proceeds, and the future performance of Uniti post-acquisition. The words "expect", "anticipate", "estimate", "intend", "believe", "guidance", "should", "could", "may", "will", "predict", "plan" and other similar expressions are intended to identify forward looking statements. Forward looking statements in this announcement include statements regarding the completion of the Scheme, the impact of the Scheme and the future strategies and results of the combined group and the opportunities available to it, the integration process and the timing and amount of synergies and the timing and outcome of the Entitlement Offer as well as guidance regarding future financial results for Uniti and the OptiComm business. Forward looking statements, opinions and estimates provided in this announcement are based on assumptions and contingencies which are subject to change without notice and involve known and unknown risks and uncertainties and other factors which are beyond the control of Uniti, its directors and management. This includes statements about market and industry trends, which are based on interpretations of current market conditions. Forward looking statements are provided as a general guide only and should not be relied upon as an indication or guarantee of future performance. Actual results, performance or achievements may differ materially from those expressed or implied in such statements and any projections and assumptions on which these statements are based. These statements may assume the success of Uniti's business strategies. The success of any of those strategies will be realised in the period for which the forward looking statement may have been prepared or otherwise. Readers are cautioned not to place undue reliance on forward looking statements and, except as required by law or regulation, none of Uniti, its representatives or advisers assumes any obligation to update these forward looking statements. No representation or warranty, express or implied, is made as to the accuracy, likelihood of achievement or reasonableness of any forecasts, prospects, returns or statements in relation to future matters contained in this announcement. The forward looking statements are based on information available to Uniti as at the date of this announcement. Except as required by law or regulation (including the ASX Listing Rules), none of Uniti, its representatives or advisers undertakes any obligation to provide any additional or updated information whether as a result of a change in expectations or assumptions, new information, future events or results or otherwise. Indications of, and guidance or outlook on, future earnings or financial position or performance are also forward looking statements.

Regulatory Event

The underwriting agreement dated 14 June 2020 between Uniti and the underwriters provides that each underwriter will not be issued any shares that would either cause it to breach the 20% takeover threshold contained in section 606 of the Corporations Act 2001 (Cth) or Australia's published Foreign Investment Review Board policy or which would require notification under the Foreign Acquisitions and Takeovers Act 1975 (Cth). The issue size is approximately 192.9 million shares or 37.3% of the Uniti's issued capital post completion of the Entitlement Offer. If an underwriter would be required to take up shares which would otherwise cause it to breach or notify under these provisions then, for the purposes of ASIC Report 612 (March 2019), (i) it will still fund its respective proportion of the entire underwritten proceeds in accordance with and subject to the terms of the underwriting agreement by the completion date; and (ii) the number of excess shares (if any) at and above the level which would otherwise cause it to breach or notify under these provisions (**Relevant Securities**) will not be issued to the relevant Underwriter on the relevant issue date; but (iii) the relevant underwriter must continue its efforts to procure subscribers for the Relevant Securities and Uniti must issue such Relevant

Securities upon notification from the relevant underwriter that it has procured such subscribers for the Relevant Securities, or is itself able to subscribe for those Relevant Securities without breach or notification under these provisions (which may occur after close of the Entitlement Offer). Any such Relevant Securities will be issued at the offer price. No material impact on control is expected to arise as a consequence of these arrangements or from any shareholder taking up their entitlement where these arrangements operate. The directors of Uniti reserve the right to issue any shortfall (including any Relevant Securities) under the Entitlement Offer. Any such Relevant Securities will be allocated to the underwriter or to third party investors as directed by the underwriter.

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Lander & Rogers
Lawyers

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Scheme Implementation Deed

Date: 14 June 2020

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EXECUTION

SCHEDULE 1 - TARGET MATERIAL ADVERSE CHANGE, PRESCRIBED OCCURRENCE AND REGULATED EVENT

SCHEDULE 2 - BIDDER MATERIAL ADVERSE CHANGE, PRESCRIBED OCCURRENCE AND REGULATED EVENT

SCHEDULE 3 - INDICATIVE TIMETABLE

SCHEDULE 4 - CAPITAL STRUCTURE

SCHEDULE 5 - SCHEME OF ARRANGEMENT

SCHEDULE 6 - DEED POLL

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Scheme Implementation Deed

Date: 14 June 2020

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PARTIES

1. **Uniti Group Limited** ACN 158 957 889 of Level 1, 44 Currie Street, Adelaide SA 5000 (**Bidder**); and

2. **OptiComm Ltd** ACN 117 414 776 of Level 1, 22 Salmon Street, Port Melbourne VIC 3207 (**Target**).

BACKGROUND

A. The parties have agreed that Bidder will acquire all of the Target Shares by way of a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Target and the Target Shareholders.

B. The parties have agreed to implement the Scheme on the terms of this deed.

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

In this deed, the following words and phrases have the following meanings unless the context indicates otherwise:

Accounting Standards means:

(a) the accounting standards made by the Australian Accounting Standards Board in accordance with the Corporations Act, and the requirements of that Act relating to the preparation and content of accounts; and

(b) generally accepted accounting principles that are consistently applied in Australia, except those inconsistent with the standards or requirements referred to in paragraph (a).

Adviser means any person who is engaged to provide professional advice of any type (including legal, accounting, consulting or financial advice) to Target or Bidder.

Agreed Dividend means a dividend of $0.10 per Target Share, which, if declared, must be declared prior to the Implementation Date by Target and paid on the Implementation Date.

Aggregate Cash Consideration means:

(a) in clause 4.8, $406,751,755.80; and

(b) in all other clauses, the aggregate value of the Scheme Consideration payable to Scheme Shareholders in cash under the Scheme.

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Aggregate Elected Cash Consideration means:

(a) the aggregate value of cash elected by Scheme Shareholders under all valid Elections; plus

(b) the aggregate value of cash attributable to Scheme Shareholders who did not make a valid Election,

but does not include the aggregate of the Cash Consideration payable to Ineligible Foreign Shareholders.

Aggregate Elected Scrip Consideration means:

(a) the aggregate number of Bidder Shares elected by Scheme Shareholders under all valid Elections; plus

(b) the aggregate number of Bidder Shares attributable to Scheme Shareholders who did not make a valid Election.

Aggregate Scrip Consideration means:

(a) in clause 4.9, 83,996,233 Bidder Shares; and

(b) in all other clauses, the aggregate number of Bidder Shares to be issued to Scheme Shareholders as Scheme Consideration under the Scheme.

All Cash Consideration means the consideration for each Scheme Share held by a Scheme Shareholder is satisfied solely by the Cash Consideration.

All Cash Consideration Election means an election by a Target Shareholder to receive All Cash Consideration.

All Scrip Consideration means the consideration for each Scheme Share held by a Scheme Shareholder is satisfied solely by the Scrip Consideration.

All Scrip Consideration Election means an election by a Target Shareholder to receive All Scrip Consideration.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited (ACN 008 624 691) or, if the context requires, the financial market operated by it.

Authorised Person means, in respect of a person:

(c) a director, officer, contractor, agent or employee of the person;

(d) an Adviser of the person; and

(e) a director, officer or employee of an Adviser of the person.

Bidder Board means the Bidder board of directors or any committee of the board of directors of Bidder constituted to consider the Transaction on behalf of Bidder.

Bidder Constitution means the constitution of Bidder.

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Bidder Disclosure Letter means the letter so entitled from Bidder provided to Target on the date of this deed and countersigned by Target.

Bidder Disclosure Materials means the Bidder Due Diligence Materials and the Bidder Disclosure Letter.

Bidder Due Diligence Materials means the information disclosed by or on behalf of the Bidder Group to Target or any of its Authorised Persons on or prior to the date of this deed.

Bidder Group means Bidder and its Subsidiaries (each of which is a **Bidder Group Member**).

Bidder Indemnified Parties means Bidder, its Subsidiaries and their respective directors, officers and employees.

Bidder Information means such information regarding Bidder that is provided by or on behalf of Bidder to Target or the Independent Expert:

(a) to enable the Scheme Booklet to be prepared and completed in compliance with all applicable laws;

(b) to enable applications for Regulatory Approvals to be made; and

(c) otherwise in compliance with Bidder's obligations under clause 5.2(a).

Bidder Material Adverse Change has the meaning given in Schedule 2.

Bidder Option means an option to acquire a Bidder Share.

Bidder Permitted Activities means any change, event, circumstance, occurrence or matter:

(a) required by law or a Government Agency;

(b) expressly permitted to be done, or required to be done or procured, by Bidder pursuant to this deed or the Scheme;

(c) Fairly Disclosed to Target in the Bidder Disclosure Materials;

(d) Fairly Disclosed in any filings of Bidder with the ASX prior to the date of this deed; or

(e) consented to in writing by Target.

Bidder Prescribed Occurrence has the meaning given in Schedule 2.

Bidder Regulated Event has the meaning given in Schedule 2.

Bidder Share means a fully paid ordinary share in the capital of Bidder.

Bidder Warranties means the representations and warranties of Bidder set out in clause 9.1.

Break Fee means $5,400,000, inclusive of GST.

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

Cash Consideration means $5.10 for each Scheme Share.

Cash Scaleback Mechanism means the scaleback mechanism set out in clause 4.8.

Change of Control Requirements has the meaning given to that term in clause 7.8.

Claim means a claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute.

Competing Proposal means any offer, proposal, agreement, arrangement or transaction, by a third party (other than Bidder or its Related Entities) whether arising on or after the date of this deed, which, if completed, would mean that a person other than Bidder or its Related Entities would:

(a) directly or indirectly acquire Voting Power in, or have a right to acquire a legal, beneficial or economic interest in, or control of, more than 20% of the securities in any entity in the Target Group;

(b) acquire Control of Target or any entity in the Target Group;

(c) directly or indirectly acquire or become the holder of, or otherwise acquire or have a right to acquire a legal, beneficial or economic interest in, or control of, all or substantially all or a material part of Target's business or assets of the Target Group; or

(d) otherwise directly or indirectly acquire, be stapled with or merge with, Target or any Target Group Member,

whether by way of a takeover bid, scheme of arrangement, shareholder approved acquisition, capital reduction, buy back, sale, lease or purchase of shares, other securities or assets, assignment of assets or liabilities, joint venture, dual listed company, deed of company arrangements, any debt for equity arrangement or other transaction or arrangement. Each successive material modification or variation of any proposal, offer or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.

Conditions means the conditions precedent set out in clause 3.1 and Condition means any one of them.

Confidentiality Agreement means the confidentiality agreement between Target and Bidder entered into prior to the date of this deed.

Control has the meaning given under section 50AA of the Corporations Act.

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

Corporations Regulations mean the *Corporations Regulations 2001* (Cth).

Court means the Federal Court of Australia (Victorian registry) or any other court of competent jurisdiction under the Corporations Act as the parties may agree in writing.

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Deed Poll means the deed poll to be executed by Bidder prior to the First Court Date, substantially in the form set out in Schedule 6 or in such other form as is acceptable to Target acting reasonably.

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

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

Effective Date, with respect to the Scheme, means the date on which the Scheme becomes Effective.

Election means:

(a) an All Cash Consideration Election;

(b) an All Scrip Consideration Election;

(c) a Mixed Consideration Option 1 Election;

(d) a Mixed Consideration Option 2 Election; or

(e) a Mixed Consideration Option 3 Election.

Election Date means:

(a) 5.00pm on the date which is five Business Days prior to the date of the Scheme Meeting; or

(b) such other date before the Scheme Meeting as agreed between the parties in writing.

Election Form means an election form issued by or on behalf of Target for the purposes of a Target Shareholder making an Election and in a form agreed to by the parties.

Encumbrance means a mortgage charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.

End Date means the later of:

(a) 15 December 2020; and

(b) such other date and time agreed in writing between the parties.

Exclusivity Period means the period commencing on the date of this deed and ending on the earliest of:

(a) the End Date;

(b) the Effective Date; and

(c) the date this deed is terminated in accordance with its terms.

Fairly Disclosed means, in reference to a party, disclosed to any of that party or any of its Authorised Persons in good faith and in sufficient detail so as to enable a reasonable and sophisticated buyer (or one of its Authorised Persons) experienced in transactions similar to the Transaction and experienced in a business similar to any business conducted by the Target Group (if disclosed to Bidder) or the Bidder Group (if disclosed to Target), to identify the nature and scope of the relevant change, event, circumstance, occurrence or matter.

First Court Date means the date the Court first hears the application to order the convening of the Scheme Meeting under section 411(1) of the Corporations Act.

Government Agency means any government or representative of a 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 and any regulatory organisation established under statute or any stock exchange.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Headcount Test means the requirement under section 411(4)(a)(ii)(A) of the Corporations Act that the resolution to approve the Scheme at the Scheme Meeting is passed by a majority in number of Target Shareholders present and voting, either in person or by proxy.

Implementation Date means, with respect to the Scheme, the fifth Business Day, or such other Business Day as the parties agree, following the Scheme Record Date for the Scheme.

Implementation Planning Committee has the meaning given to that term in clause 7.7 of this deed.

Independent Expert means an expert, independent of the parties, engaged by Target in good faith to opine on whether the Scheme is in the best interests of Target Shareholders.

Independent Expert's Report means the report from the Independent Expert commissioned by Target for inclusion in the Scheme Booklet, which includes a statement by the Independent Expert on whether, in its opinion, the Scheme is in the best interests of Target Shareholders, and includes any update of that report by the Independent Expert.

Ineligible Foreign Shareholder means a Scheme Shareholder whose address shown in the Target Share Register at 7.00pm on the Scheme Record Date is a place outside Australia and its external territories unless Bidder determines that it is lawful and not unduly onerous or impracticable to provide that Scheme Shareholder with Bidder Shares when the Scheme becomes Effective.

Insolvency Event means in relation to a person:

(a) **insolvency official**: the appointment of a liquidator, provisional liquidator, administrator, statutory manager, controller, receiver, receiver and manager or other insolvency official (whether under an Australian law or a foreign law) to the person or to the whole or a substantial part of the property or assets of the person and the action is not stayed, withdrawn or dismissed within 14 days;

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(b) **arrangements**: the entry by the person into a compromise or arrangement with its creditors generally;

(c) **winding up**: the calling of a meeting to consider, or the passing of, a resolution to wind up the person (other than where the resolution is frivolous or cannot reasonably be considered to be likely to lead to the actual winding up of the person) or the making of an application or order for the winding up or deregistration of the person other than where the application or order (as the case may be) is set aside or withdrawn within 14 days;

(d) **suspends payments**: the person suspends or threatens to suspend payment of its debts as and when they become due;

(e) **ceasing business**: the person ceases or threatens to cease to carry on business;

(f) **insolvency**: the person is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act or is otherwise presumed to be insolvent under the Corporations Act;

(g) **deregistration**: the person being deregistered as a company or otherwise dissolved other than on a solvent basis;

(h) **deed of company arrangement**: the person executing a deed of company arrangement;

(i) **person as trustee or partner**: the person incurs a liability while acting or purporting to act as trustee (or co-trustee) or general partner of a trust or partnership (including a limited partnership) and the person is not entitled to be fully indemnified against the liability out of trust or partnership assets because of one or more of the following:

(i) a breach of trust or obligation as partner by the person;

(ii) the person acting outside the scope of its powers as trustee or partner;

(iii) a term of the trust or partnership denying, or limiting, the person's right to be indemnified against the liability;

(iv) the assets of the trust or partnership being insufficient to discharge the liability; or

(j) **analogous events**: anything analogous to those set out in any of paragraphs (a) to (i) inclusive occurs in relation to the person under the laws of a foreign jurisdiction,

and a person shall be Insolvent if any event specified in paragraphs (a) to (j) inclusive occurs in respect of that person.

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

Mixed Consideration Option 1 means the consideration for each Scheme Share held by a Scheme Shareholder is satisfied by:

(a) 75% of the Cash Consideration; plus

(b) 25% of the Scrip Consideration.

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Mixed Consideration Option 1 Election means an election by a Target Shareholder to receive Mixed Consideration Option 1 for the Scheme Shares held by that Target Shareholder.

Mixed Consideration Option 2 means the consideration for each Scheme Share held by a Scheme Shareholder is satisfied by:

(a) 50% of the Cash Consideration; plus

(b) 50% of the Scrip Consideration.

Mixed Consideration Option 2 Election means an election by a Target Shareholder to receive Mixed Consideration Option 2 for the Scheme Shares held by that Target Shareholder.

Mixed Consideration Option 3 means the consideration for each Scheme Share held by a Scheme Shareholder is satisfied by:

(a) 25% of the Cash Consideration; plus

(b) 75% of the Scrip Consideration.

Mixed Consideration Option 3 Election means an election by a Target Shareholder to receive Mixed Consideration Option 3 for the Scheme Shares held by that Target Shareholder.

Non-Public Information means any non-public information in relation to the Target Group.

PPSR means the register of security interests maintained in accordance with the *Personal Property Securities Act 2009* (Cth).

Recommendation has the meaning given to that term in clause 6.2.

Regulatory Approval means:

(a) any approval, consent, authorisation, registration, filing, lodgement, permit, franchise, agreement, notarisation, certificate, permission, licence, direction, declaration, authority, waiver, modification or exemption from, by or with a Government Agency; or

(b) in relation to anything that would be fully or partly prohibited or restricted by law if a Government Agency intervened or acted in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

Related Entity means any entity which is related to that party within the meaning of section 50 of the Corporations Act.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

Reverse Break Fee means $5,400,000, inclusive of GST.

RG 60 means Regulatory Guide 60 issued by ASIC.

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Scaleback Mechanisms means:

(a) the Cash Scaleback Mechanism; and

(b) the Scrip Scaleback Mechanism.

Scheme means the proposed scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Target and Scheme Shareholders in respect of all Scheme Shares, substantially in the form set out in Schedule 5 or in such other form as the parties agree in writing, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by each party.

Scheme Booklet means the explanatory booklet to be prepared by Target in respect of the Transaction in accordance with the terms of this deed and to be despatched to Target Shareholders.

Scheme Consideration means, depending on the Election and subject to the Scaleback Mechanisms and the terms of the Scheme:

(a) All Cash Consideration;

(b) All Scrip Consideration;

(c) Mixed Consideration Option 1;

(d) Mixed Consideration Option 2; or

(e) Mixed Consideration Option 3.

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

Scheme Record Date means, in respect of the Scheme, 7.00pm on the second Business Day (or such other Business Day as the parties agree in writing) following the Effective Date.

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

Scheme Shareholder means each person registered in the Target Share Register as the holder of one or more Scheme Shares as at the Scheme Record Date.

Scrip Consideration means 3.4228 Bidder Shares for each Scheme Share.

Scrip Scaleback Mechanism means the scaleback mechanism set out in clause 4.9.

Second Court Date means:

(a) the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard or scheduled to be heard; or

(b) if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned or appealed application is heard or scheduled to be heard.

Second Court Hearing means the hearing of the application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme.

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Share Splitting means the splitting by a holder of Target Shares into two or more parcels of Target Shares whether or not it results in any change in beneficial ownership of the Target Shares.

Specified Right means a right or power of a third party under any agreement, arrangement or understanding with a Target Group Member that arises and is able to be exercised solely as a result of the announcement of, or the entry into or performance of, this deed or the Scheme or the transactions contemplated by either.

Subsidiary has the meaning given to that term in Division 6 of Part 1.2 of the Corporations Act.

Superior Proposal means a bona fide Competing Proposal which the Target Board determines, acting in good faith and in order to satisfy what the Target Board reasonably considers to be its fiduciary or statutory duties, would, if completed substantially in accordance with its terms, be likely to result in a transaction more favourable to Target Shareholders as a whole than the Transaction having regard to matters including, but not limited to, type of consideration offered, the actual or implied premium of the purchase price, conditionality, funding, certainty and timing.

Takeovers Panel means the Takeovers Panel constituted under the *Australian Securities and Investments Commission Act 2001* (Cth).

Target Board means the board of Target Directors or any committee of the board of Target Directors constituted to consider the Transaction on behalf of Target.

Target Director means a director of Target.

Target Disclosure Letter means the letter so entitled from Target provided to Bidder on the date of this deed and countersigned by Bidder.

Target Disclosure Materials means the Target Due Diligence Materials and the Target Disclosure Letter.

Target Due Diligence Materials means the information disclosed by or on behalf of the Target Group (including management presentations and in response to requests for information) to Bidder or any of its Authorised Persons on or prior to the date of this deed.

Target Group means Target and its Subsidiaries (each of which is a **Target Group Member**).

Target Incentive Plan means Target's long term incentive plan adopted on 15 July 2019.

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Target Indemnified Parties means Target, its Subsidiaries and their respective directors, officers and employees.

Target Information means all information included in the Scheme Booklet, other than the Bidder Information, the Independent Expert's Report and any other report or letter issued by a third party.

Target Material Adverse Change has the meaning given in Schedule 1.

Target Performance Right means a right to be issued a Target Share under the Target Incentive Plan.

Target Performance Right Holder means a holder of a Target Performance Right.

Target Permitted Activities means any change, event, circumstance, occurrence or matter:

(a) required by law or a Government Agency;

(b) expressly permitted to be done, or required to be done or procured, by Target pursuant to this deed or the Scheme;

(c) that results from or in connection with the exercise of a Specified Right, provided and to the extent that the Specified Right was Fairly Disclosed in the Target Due Diligence Materials;

(d) Fairly Disclosed to Bidder in the Target Disclosure Materials;

(e) Fairly Disclosed in any filings of Target with the ASX prior to the date of this deed; or

(d) consented to in writing by Bidder.

Target Prescribed Event has the meaning given in Schedule 1.

Target Regulated Event has the meaning given in Schedule 1.

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

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

Target Share Registry means Link Market Services Limited.

Target Shareholder means each person who is registered in the Target Share Register as a holder of Target Shares.

Target Warranties means the representations and warranties of Target set out in clause 9.3.

Timetable means the indicative timetable in relation to the Transaction set out in Schedule 3 with such modifications as may be agreed in writing by the parties.

Transaction means the proposed acquisition by Bidder, in accordance with the terms and conditions of this deed, of all of the Target Shares through the implementation of the Scheme.

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TUAs means all telecommunications utility agreements entered into between the Target and property developers for the supply, construction, installation, maintenance and support of telecommunications and/or integrated communications networks required for the provision of telecommunications and connectivity services before the date of this deed.

Voting Intention has the meaning given to that term in clause 6.2.

Voting Power has the meaning given to that term in section 610 of the Corporations Act.

1.2 Interpretation

In this deed, the following rules of interpretation apply unless the contrary intention appears:

(a) a term or expression starting with a capital letter:

(i) which is defined in clause 1.1 has the meaning given to it in clause 1.1;

(ii) which is defined in the Corporations Act, but is not defined in the clause 1.1, has the meaning given to it in the Corporations Act; and

(iii) which is defined in the GST Act, but is not defined in clause 1.1 or the Corporations Act, has the meaning given to it in the GST Act.

(b) headings are for convenience only and do not affect the interpretation of this deed;

(c) the singular includes the plural and vice versa;

(d) words that are gender neutral or gender specific include each gender;

(e) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(f) the words "include" and "including" and similar expressions are not words of limitation and do not limit what else might be included;

(g) a reference to:

(i) a person includes a natural person, estate of a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate or entity (as that term is defined in section 64A of the Corporations Act);

(ii) a thing (including a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

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(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or a party, schedule or attachment to this deed (as applicable);

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a Listing Rule and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation made under it;

(ix) an agreement, other than this deed, includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing;

(x) a monetary amount is in Australian dollars; and

(xi) time is to Melbourne, Australia time;

(h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and

(i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

1.3 Awareness

Where a representation or warranty is given so far as a party is “aware” or with a similar qualification as to awareness or knowledge, the awareness or knowledge of a party is limited to and deemed only to comprise those facts, matters or circumstances of which:

(a) in the case of Target:

(i) John Phillips; and

(ii) Paul Cross; and

(b) in the case of Bidder,

(i) Michael Simmons; and

(ii) Vaughan Bowen,

is aware, or ought reasonably to be aware, as at the date of this deed.

2. AGREEMENT TO PROPOSE SCHEME

2.1 Proposal of Scheme

The parties agree that:

(a) Target will propose the Scheme;

(b) Bidder will assist Target to propose the Scheme; and

(c) they will implement the Scheme,

on and subject to the terms and conditions of this deed and any order of the Court.

2.2 Timetable

The parties acknowledge the Timetable is an indicative timetable and will consult with each other regularly in relation to:

(a) performing their respective obligations within the framework established by the Timetable; and

(b) any need to modify the Timetable.

3. CONDITIONS PRECEDENT AND PRE-IMPLEMENTATION STEPS

3.1 Conditions to Scheme

Subject to this clause 3, the Scheme will not become Effective, and the obligations of Bidder in relation to the implementation of the Scheme under clause 4 are not binding, until each of the following conditions precedent is satisfied or waived (to the extent and in the manner set out in this clause 3):

(a) **Target Shareholder approval:** subject to clause 3.6, the Scheme is approved by Target Shareholders at the Scheme Meeting by the requisite majority under section 411(4)(a)(ii) of the Corporations Act;

(b) **No restraints:** by the Delivery Time on the Second Court Date, there is not in effect any temporary or final order, decision or decree issued by any court of competent jurisdiction or Government Agency which restrains, prohibits, or otherwise materially adversely impacts upon, the Scheme;

(c) **Court approval:** the Scheme is approved by the Court in accordance with 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 acceptable to Target and Bidder (each acting reasonably);

(d) **Independent Expert:** the Independent Expert issues an Independent Expert's Report which concludes that the Scheme is in the best interests of Target Shareholders before the time when the Scheme Booklet is registered with ASIC and the Independent Expert does not publicly withdraw, qualify or change that opinion at any time prior to the Delivery Time on the Second Court Date;

(e) **No Bidder Prescribed Occurrence**: no Bidder Prescribed Occurrence occurs between (and including) the date of this deed and the Delivery Time on the Second Court Date;

(f) **No Bidder Regulated Event:** no Bidder Regulated Event occurs between (and including) the date of this deed and the Delivery Time on the Second Court Date;

(g) **No Bidder Material Adverse Change:** no Bidder Material Adverse Change occurs between the date of this deed and the Delivery Time on the Second Court Date;

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(h) **Bidder Warranties:** the Bidder Warranties being true and correct in all material respects on the date of this deed and at the Delivery Time on the Second Court Date;

(i) **No Target Prescribed Occurrence**: no Target Prescribed Occurrence occurs between (and including) the date of this deed and the Delivery Time on the Second Court Date;

(j) **No Target Regulated Event:** no Target Regulated Event occurs between (and including) the date of this deed and the Delivery Time on the Second Court Date;

(k) **No Target Material Adverse Change:** no Target Material Adverse Change occurs between the date of this deed and the Delivery Time on the Second Court Date; and

(l) **Target Warranties:** the Target Warranties being true and correct in all material respects on the date of this deed and at the Delivery Time on the Second Court Date.

3.2 Benefit and waiver of conditions precedent

(a) The Conditions in clauses 3.1(a), 3.1(b) and 3.1(c) are for the benefit of the parties and any breach or non-satisfaction of any of them may only be waived in accordance with applicable law and with the written agreement of the parties.

(b) The Conditions in clause 3.1(d), 3.1(e), 3.1(f), 3.1(g) and 3.1(h) are for the sole benefit of Target and any breach or non-satisfaction of it may only be waived by Target in writing.

(c) The Conditions in clauses 3.1(i), 3.1(j), 3.1(k) and 3.1(l) are for the sole benefit of Bidder and any breach or non-satisfaction of any of them may only be waived by Bidder in writing.

(d) A party entitled to waive the breach or non-satisfaction of a Condition pursuant to clauses 3.2(a) to 3.2(c) (either individually or jointly) may do so in its absolute discretion.

(e) Any waiver of the breach or non-satisfaction of a Condition by a party who is entitled to do so pursuant to clauses 3.2(a) to 3.2(c) is only effective if such waiver is given on or prior to the Delivery Time on the Second Court Date.

(f) If a party waives the breach or non-satisfaction of any Condition, that waiver will not preclude it from suing another party for any breach of this deed including a breach that resulted in the non-satisfaction of the Condition that was waived.

(g) Waiver of a breach or non-satisfaction in respect of one Condition does not constitute:

(i) a waiver of breach or non-satisfaction of any other Condition resulting from the same event; or

(ii) a waiver of breach or non-satisfaction of that Condition arising from any other event.

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3.3 Reasonable endeavours

(a) The parties will use their respective reasonable endeavours to ensure that:

(i) the Conditions in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) are satisfied as soon as reasonably practicable after the date of this deed and continues to be satisfied at all times until the last time it is to be satisfied (as the case may require); and

(ii) there is no occurrence within their control (as the context requires) that would prevent the relevant Condition being satisfied.

(b) Target must use its reasonable endeavours to procure, or ensure, that the Conditions in clauses 3.1(i), 3.1(j), 3.1(k) and 3.1(l) are satisfied as soon as possible, or not breached, after the date of this deed.

(c) Bidder must use its reasonable endeavours to procure, or ensure, that the Conditions in clauses 3.1(e), 3.1(f), 3.1(g) and 3.1(h) are satisfied, or not breached, as soon as possible after the date of this deed.

(d) Before providing any document or other information to the other party (in this clause 3.3(d), the **Recipient**) pursuant to clauses 7.6. or 7.7, a party (in this clause 3.3(d), the **Discloser**) may redact any part of that document, or not disclose any part of that information, which contains or is confidential, non-public information (**Sensitive Commercial Information**) if the Discloser reasonably believes that:

(i) the Sensitive Commercial Information is of a commercially sensitive nature; or

(ii) the disclosure of the Sensitive Commercial Information to the Recipient would be damaging to the commercial or legal interests of the Discloser or any of its Related Entities,

and may provide the document or disclose the information to the Recipient with any Sensitive Commercial Information redacted or excluded, provided that, where Sensitive Commercial Information is so redacted or excluded, the Discloser must provide the Recipient with as much detail about the relevant communication, submission or correspondence (and any other relevant circumstances) as is reasonably possible without disclosing the Sensitive Commercial Information, and provide to the Recipient's external legal counsel a complete and unredacted version of the document or information, on the basis that the Recipient's external legal counsel will not share any information that is marked as Sensitive Commercial Information.

3.4 Notifications

Each of the parties must:

(a) keep the other promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of the Conditions;

(b) promptly notify the other in writing if it becomes aware that any Condition has been satisfied; and

(c) promptly notify the other in writing if it becomes aware that any Condition is or has become incapable of being satisfied (having regard to the respective obligations of each party under clause 3.3).

3.5 Certificate

(a) The parties will provide a joint certificate to the Court at the Second Court Hearing confirming whether or not the Conditions (other than the Condition set out in clause 3.1(c)) have been satisfied or waived as at the Delivery Time on the Second Court Date in accordance with the terms of this deed.

(b) Unless the Court requires otherwise, the joint certificate given by the parties constitutes conclusive evidence that the the Conditions (other than the Condition set out in clause 3.1(c)) have been satisfied or waived as at the Delivery Time on the Second Court Date in accordance with the terms of the this deed.

3.6 Scheme voted down because of Headcount Test

If the Scheme is not approved by Target Shareholders at the Scheme Meeting by reason only of the non-satisfaction of the Headcount Test and Target or Bidder considers, acting reasonably, that Share Splitting or some abusive or improper conduct may have caused or contributed to the Headcount Test not having been satisfied, then Target must:

(a) apply for an order of the Court contemplated by section 411(4)(a)(ii)(A) of the Corporations Act to disregard the Headcount Test and seek Court approval of the Scheme under section 411(4)(b) of the Corporations Act, notwithstanding that the Headcount Test has not been satisfied; and

(b) make such submissions to the Court and file such evidence as counsel engaged by Target to represent it in Court proceedings related to the Scheme, in consultation with Bidder, considers is reasonably required to seek to persuade the Court to exercise its discretion under section 411(4)(a)(ii)(A) of the Corporations Act by making an order to disregard the Headcount Test.

3.7 Conditions not capable of being satisfied

(a) If:

(i) there is a breach or non-satisfaction of a Condition that has not been waived in accordance with clause 3.2;

(ii) a Condition becomes incapable of satisfaction and the breach or non-satisfaction of that Condition that has occurred, or would otherwise occur, has not been waived in accordance with clause 3.2; or

(iii) the Scheme has not become Effective by the End Date,

then either party may give the other written notice (**Consultation Notice**) within 5 Business Days after the relevant event (**Termination Event**). The parties must then consult in good faith to determine whether they can reach agreement with respect to:

(iv) extending the time for satisfaction of the relevant Condition or the End Date (as the case may be), or both;

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(v) changing the date on which an application is made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application to a date agreed between the parties; or

(vi) the Transaction proceeding by way of alternative means or methods.

(b) If the parties are unable to reach such agreement within 10 Business Days after a Consultation Notice is given, or if a Consultation Notice is not given within 10 Business Days after a Termination Event, either Bidder or Target (in this clause 3.7, the Terminating Party) may terminate this deed by giving written notice (**Termination Notice**) to the other, provided that:

(i) if the basis upon which the Terminating Party is seeking to terminate this deed is the occurrence of an event described in clause 3.7(a)(i) or 3.7(a)(ii), the Terminating Party had the benefit of the relevant Condition; and

(ii) there has been no failure by the Terminating Party to comply with its obligations under this deed, where that failure directly relates and materially contributed to the occurrence of the Termination Event.

(c) Where a Termination Notice is given under this clause 3.7, this deed will terminate with immediate effect and clause 13.4 will apply.

3.8 Interpretation

For the purposes of this clause 3, a Condition will be incapable of satisfaction, or incapable of being satisfied if there is an act, failure to act or occurrence that will prevent the Condition being satisfied by the End Date (and the breach or non-satisfaction that would otherwise have occurred has not already been waived in accordance with this deed).

4. SCHEME AND SCHEME CONSIDERATION

4.1 Scheme

(a) Target must propose the Scheme to the Target Shareholders on and subject to the terms and conditions of this deed and any order of the Court and use all reasonable endeavours to do so substantially in accordance with the Timetable.

(b) The parties acknowledge and agree that, subject to the Scheme becoming Effective, on the Implementation Date the general effect of the Scheme will be that all of the Scheme Shares will be transferred to Bidder and the Scheme Shareholders will be entitled to receive, for each Scheme Share held at the Scheme Record Date, their respective Scheme Consideration.

4.2 Timing

(a) Subject to clause 4.2(b), the parties must use reasonable endeavours to:

(i) comply with their respective obligations under clause 5; and

(ii) take all necessary steps and exercise all rights necessary to implement the Transaction,

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in accordance with the Timetable.

(b) Failure by a party to meet any timeframe or deadline set out in the Timetable will not constitute a breach of clause 4.2(a) to the extent that such failure is due to circumstances or matters outside the party's control, or constitutes a reasonable response by that party to circumstances or matters outside that party's control.

(c) To the extent that any of the dates or timeframes set out in the Timetable become unachievable, the parties will consult in good faith to agree any necessary extension to ensure such matters are completed within the shortest possible timeframe.

4.3 Bidder undertakings in relation to Scheme Consideration

Bidder undertakes to Target (in the Target's own right and separately as trustee for each of the Scheme Shareholders) that, if the Scheme becomes Effective, in consideration for the transfer to Bidder of the Scheme Shares held by Scheme Shareholders under the terms of the Scheme, Bidder will:

(a) accept that transfer;

(b) provide or procure the provision to each Scheme Shareholder of their respective Scheme Consideration in accordance with:

(i) subject to any application of the Scaleback Mechanisms, any Election made by a Scheme Shareholder as contemplated by clause 4.4;

(ii) clauses 4.5 to 4.7; and

(iii) the terms of the Scheme;

(c) on or before the Implementation Date pay into, or procure the payment into, a trust account operated by or on behalf of Target, an amount in cleared funds equal to the Aggregate Cash Consideration, to be held on trust for Scheme Shareholders; and

(d) on the Implementation Date issue and allot the Aggregate Scrip Consideration to applicable Scheme Shareholders,

in each case in accordance with the terms of the Scheme.

4.4 Election mechanism

(a) Each Target Shareholder (other than Ineligible Foreign Shareholders) will be entitled to make an Election.

(b) All Elections take effect in accordance with the Scheme to the extent any Target Shareholder who makes an Election qualifies as a Scheme Shareholder.

(c) Target must ensure that the Scheme Booklet is accompanied with an Election Form.

(d) The Election Form must state to the effect that:

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(i) subject to clause 4.4(d)(iv), an Election may only be made in accordance with the terms and conditions stated on the Election Form for it to be valid and must be completed and returned in writing to the address specified on the Election Form before the Election Date;

(ii) an Election will apply to all of the Target Shares of the Target Shareholder as at the Scheme Record Date;

(iii) once made, an Election may be varied, waived or revoked before the Election Date by notice in writing to the address specified on the Election Form before the Election Date; and

(iv) in the manner considered appropriate by the parties (acting reasonably), a Target Shareholder who holds one or more parcels of Target Shares as trustee or nominee for, or otherwise on account of, another person, may make separate Elections in relation to each of those parcels of Target Shares (subject to providing to the parties any substantiating information they reasonably require), and if it does so will be treated as a separate Target 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 Election Date, it holds fewer Target Shares than it held at the time it made the Election, then, unless it has at the time of any sale of Target Shares notified Target whether the Target Shares sold relate to any such separate Election (and if so, which separate Election the Target Shares sold relate to), it will be treated as not having made a valid Election in respect of any of its Target Shares (or will be treated in any other manner that the parties agree is fair to the Target Shareholder in all the circumstances acting reasonably).

(e) Target must ensure that, to the extent reasonably practicable, persons who acquire Target Shares after the date of the dispatch of the Scheme Booklet and until the Election Date are sent an Election Form upon those persons requesting one from Target.

(f) In order to facilitate the satisfaction of the Scheme Consideration, Target must provide to Bidder, details of any valid Elections made by Target Shareholders, on the Business Day after the Election Date, including:

(i) the name and address of each Target Shareholder who has made a valid Election; and

(ii) the number of Bidder Shares that Bidder must issue to those Target Shareholders to meet its obligations under the Scheme in accordance with that Target Shareholder's Election, subject to the Scaleback Mechanisms.

(g) The parties agree that the Election Form will include the following terms and conditions:

(i) Ineligible Foreign Shareholders may not make an Election and that any purported Election by such persons will be of no effect and clause 4.7 will apply to such persons;

(ii) if a Target Shareholder, who is not an Ineligible Foreign Shareholder, does not make a valid Election, clause 4.6 will apply to that person;

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(iii) Target Shareholders who receive Scrip Consideration agree to become members of Bidder from the Implementation Date and become bound by the Bidder Constitution pursuant to the Scheme;

(iv) Target Shareholders who receive Scrip Consideration will have such Scrip Consideration issued having the same holding name and address and other details as the holding of the relevant Scheme Shares; and

(v) such other terms and conditions as Bidder reasonably requires to be stated on the Election Form.

4.5 Scheme Consideration if valid Election made

Subject to the Scaleback Mechanisms, if a Target Shareholder makes a valid Election that Target Shareholder will be entitled to receive the Scheme Consideration as nominated by their Election.

4.6 Scheme Consideration if valid Election not made

Subject to the Scaleback Mechanisms, if a Target Shareholder (not being an Ineligible Foreign Shareholder) does not make a valid Election, that Target Shareholder will be entitled to receive the Mixed Consideration Option 1.

4.7 Scheme Consideration for Ineligible Foreign Shareholders

(a) If a Target Shareholder is an Ineligible Foreign Shareholder that Target Shareholder will be entitled to receive the All Cash Consideration Option.

(b) Bidder has no obligation to provide, and will not provide under the Scheme, any Scrip Consideration to Ineligible Foreign Shareholders regardless of the Election made by the Ineligible Foreign Shareholders.

4.8 Cash Scaleback Mechanism

If:

(a) a Scheme Shareholder has made a valid Election on or before the Election Date or clause 4.6 applies in relation to a Scheme Shareholder; and

(b) the Aggregate Elected Cash Consideration exceeds the Aggregate Cash Consideration less the aggregate Cash Consideration payable to Ineligible Foreign Shareholders;

then, the Scheme Shareholder is entitled to receive the following as Scheme Consideration:

(c) such percentage of Cash Consideration for each of their Scheme Shares as is calculated in accordance with the following formula:

$$A = B \times \frac{C}{D}$$

where:

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A = the percentage of Cash Consideration that will be received by the Scheme Shareholder for each of their Scheme Shares;

B = if:

(a) the Scheme Shareholder has made an All Cash Consideration, Election, 100%;

(b) the Scheme Shareholder has made a Mixed Consideration Option 1 Election, or clause 4.6 applies in relation to the Scheme Shareholder, 75%;

(c) the Scheme Shareholder has made a Mixed Consideration Option 2 Election, 50%; or

(d) the Scheme Shareholder has made a Mixed Consideration Option 3 Election, 25%;

C = Aggregate Cash Consideration less the aggregate of the Cash Consideration payable to Ineligible Foreign Shareholders; and

D = Aggregate Elected Cash Consideration; *plus*

(d) such percentage of Scrip Consideration for each Scheme Share they hold equal to:

(i) 100%; *less*

(ii) the percentage calculated in accordance with clause 4.8(c).

4.9 Scrip Scaleback Mechanism

If:

(a) a Scheme Shareholder has made a valid Election on or before the Election Date or clause 4.6 applies in relation to a Scheme Shareholder; and

(b) the Aggregate Elected Scrip Consideration exceeds the Aggregate Scrip Consideration;

then, the Scheme Shareholder is entitled to receive the following as Scheme Consideration:

(c) such percentage of Scrip Consideration for each of their Scheme Shares as is calculated in accordance with the following formula:

$$A = B \times \frac{C}{D}$$

where:

A = the percentage of Scrip Consideration that will be received by the Scheme Shareholder for each of their Scheme Shares;

B = if:

(a) the Scheme Shareholder has made an All Scrip Consideration Election, 100%;

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(b) the Scheme Shareholder has made a Mixed Consideration Option 1 Election, or clause 4.6 applies in relation to the Scheme Shareholder, 25%;

(c) the Scheme Shareholder has made a Mixed Consideration Option 2 Election, 50%; or

(d) the Scheme Shareholder has made a Mixed Consideration Option 3 Election, 75%;

C = Aggregate Scrip Consideration; and

D = Aggregate Elected Scrip Consideration; *plus*

(d) such percentage of Cash Consideration for each Scheme Share they hold equal to:

(i) 100%; *less*

(ii) the percentage calculated in accordance with clause 4.9(c).

4.10 Fractional entitlements

Where the calculation of the Scheme Consideration to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to:

(a) a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent; and/or

(b) a fraction of a Bidder Share, the fractional entitlement will be rounded down to the nearest whole number of Bidder Shares.

4.11 Foreign resident capital gains withholding

(a) If Bidder determines that it must pay an amount to the Commissioner of Taxation (**Commissioner**) under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (**TAA**) with respect to the acquisition of the Scheme Shares from a Scheme Shareholder, Bidder will, for any such Scheme Shareholder:

(i) determine the amount to be paid to the Commissioner (**Payment Amount**);

(ii) remit the Payment Amount to the Commissioner within the time required under the TAA; and

(iii) pay an amount equal to the Scheme Consideration less the Payment Amount to the Scheme Shareholder.

(b) Bidder will, for the purposes of this deed, the Scheme and the Deed Poll, be deemed to have satisfied its obligations to pay the Scheme Consideration to a Scheme Shareholder if the amount paid to the Scheme Shareholder is the amount of the Scheme Consideration that would have otherwise been payable to the Scheme Shareholder pursuant to the Scheme, less the Payment Amount for that Scheme Shareholder.

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4.12 Bidder Shares

(a) Bidder undertakes in favour of Target (in its own right and on behalf of each Target Shareholder) that on and from their issue, the Bidder Shares issued as Scrip Consideration will:

(i) rank equally in all respects with all other Bidder Shares in the same class; and

(ii) be fully paid, duly and validly issued in accordance with all applicable laws and free from any Encumbrance.

(b) Subject to the Scheme becoming Effective, Bidder must use all reasonable endeavours to ensure that the Bidder Shares to be issued as Scrip Consideration are, from the Business Day following the Effective Date (or such later date as ASX requires), quoted for trading on ASX initially on a deferred settlement basis and thereafter on an ordinary settlement basis as required by the Listing Rules.

4.13 No amendment to Scheme without consent

Target must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of Bidder (or the consent of Bidder's legal counsel if such a request is made at a Court hearing).

4.14 Deed Poll

Bidder covenants in favour of Target (in its own right and separately as trustee for each of the Scheme Shareholders) to execute and deliver the Deed Poll prior to the First Court Date.

4.15 Target Performance Rights

Target agrees to procure that the Target Board will exercise its discretion under the terms of the Target Incentive Plan to ensure that:

(a) 220,336 Target Shares will be issued on or before the Effective Date as a result of the exercise of Target Performance Rights; and

(b) the balance of the Target Performance Rights not dealt with in accordance with clause 4.15(a) will be lapsed in accordance with their terms,

on or before the Effective Date, subject only to the fulfilment of the Conditions in clause 3.1(a) and 3.1(c).

5. IMPLEMENTATION OF THE SCHEME

5.1 Target's obligations

Target must, acting at all times in good faith, take all steps within its control and reasonably necessary to propose and implement the Scheme as soon as reasonably practicable and, without limiting the foregoing, use reasonable endeavours to ensure that each step in the Timetable is met by the relevant date set out beside that step, including taking each of the following steps:

(a) **director's voting:** procure that each Target Director votes any Target Shares which that Target Director holds or controls in favour of the Scheme (subject to no Superior Proposal emerging and the Independent Expert concluding and continuing to conclude in the Independent Expert's Report that the Scheme is in the best interests of Target Shareholders);

(b) **promote the Transaction**: participate in efforts reasonably requested by Bidder to promote the merits of the Transaction, including meeting with key Target Shareholders at the reasonable request of Bidder and providing Bidder with such information and assistance that Bidder reasonably requests to enable it to promote the merits of the Transaction;

(c) **Scheme Booklet:** prepare and despatch the Scheme Booklet in compliance with all applicable laws (in particular with the Corporations Act, RG 60 and the Listing Rules);

(d) **drafts of Scheme Booklet:** make available to Bidder drafts of the Scheme Booklet including:

(i) providing to Bidder drafts of the Scheme Booklet (including, to the extent available, the Independent Expert's Report), in a timely manner, for the purpose of enabling Bidder to review and comment on those draft documents (accepting that any review of the Independent Expert's Report by Bidder is to be limited to review for factual accuracy of those parts that include information relating to Bidder and Target makes no representation as to the extent to which the Independent Expert will consider those comments);

(ii) taking into account in good faith all comments made by Bidder when producing a revised draft of the Scheme Booklet;

(iii) providing Bidder with a final draft of the Scheme Booklet within a reasonable time before the Scheme Booklet is finalised, to enable Bidder to review that draft before the date of its submission to ASIC for approval pursuant to section 411(2) of the Corporations Act; and

(iv) obtaining written consent from Bidder for the form and content in which the Bidder Information appears in the Scheme Booklet.

(e) **consultation with Bidder:** consult with Bidder as to the content and presentation of the Bidder Information in the Scheme Booklet, such consultation to include allowing Bidder a reasonable opportunity to review and make comments on a draft of the Scheme Booklet a reasonable time before its lodgement with ASIC and obtain Bidder's written consent to the inclusion of the Bidder Information (including in respect of the form and context in which the Bidder Information appears in the Scheme Booklet) prior to lodgement of the Scheme Booklet with ASIC;

(f) **Independent Expert's Report:** promptly after the date of this deed (if the Independent Expert has not been appointed prior to the date of this deed) appoint an Independent Expert to provide the Independent Expert's Report (and request that the Independent Expert opines on whether or not the Scheme is in the best interests of Target Shareholders), and provide any assistance and information reasonably requested by the Independent Expert to enable it to prepare the Independent Expert's Report (including any updates to such report);

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(g) **liaison with ASIC**: as soon as reasonably practicable after the date of this deed:

(i) and otherwise in accordance with the Timetable, provide an advanced draft of the Scheme Booklet to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act; and

(ii) liaise with ASIC during the period of its consideration of that draft of the Scheme Booklet and keep Bidder reasonably informed of any matters raised by ASIC in relation to the Scheme Booklet and use reasonable endeavours, in consultation with Bidder, to promptly resolve any such matters;

(h) **liaison with ASX**: as soon as reasonably practicable after the date of this deed:

(i) and otherwise in accordance with the Timetable, provide an advanced draft of the Scheme Booklet to ASX for its review; and

(ii) liaise with ASX during the period of its review of that draft of the Scheme Booklet and keep Bidder reasonably informed of any matters raised by ASX in relation to the Scheme Booklet and use reasonable endeavours, in consultation with Bidder, to promptly resolve any such matters;

(i) **approval of Scheme Booklet:** as soon as reasonably practicable after the conclusion of the review by ASIC and ASX of the Scheme Booklet, procure that a meeting of the Target Board, or of a committee of the Target Board appointed for the purpose, is held to consider approving the Scheme Booklet for despatch to the Target Shareholders, subject to orders of the Court under section 411(1) of the Corporations Act;

(j) **section 411(17)(b) statements:** apply to ASIC for the production of a statement under paragraph 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;

(k) **Court documents:** prepare the Court documents, provide a draft of those documents to Bidder in a timely manner and, acting reasonably and in good faith, take into account all reasonable comments from Bidder on those drafts, provided that such comments are provided in a timely manner;

(l) **Bidder representation at Court hearings:** allow, and not oppose, any application by Bidder for leave of the Court to be represented by counsel at a Court hearing;

(m) **first Court hearing**: lodge all documents with the Court and take all other reasonable steps to ensure that promptly after, and provided that the approval in clause 5.1(i) has been received, an application is heard by the Court for an order under section 411(1) of the Corporations Act directing Target to convene the Scheme Meeting, and consult with Bidder as to the content of all relevant originating process, affidavits, submissions and draft minutes of Court orders. Such consultation must include providing Bidder with a reasonable opportunity to review and comment on the relevant Court documents before they are lodged, and Target must consider in good faith any comments provided by or on behalf of Bidder provided the comments are given in a timely manner;

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(n) **registration of Scheme Booklet:** if the Court directs Target to convene the Scheme Meeting, as soon as possible after such orders are made, request ASIC to register the explanatory statement included in the Scheme Booklet in relation to the Scheme in accordance with section 412(6) of the Corporations Act;

(o) **despatch Scheme Booklet:** as soon as reasonably practicable following registration of the Scheme Booklet by ASIC, despatch the Scheme Booklet to Target Shareholders following Bidder's written consent to the inclusion of the Bidder Information in the form and context in which the Bidder Information appears in such version of the Scheme Booklet;

(p) **update Scheme Booklet:** until the date of the Scheme Meeting, promptly update the Scheme Booklet with any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the Scheme Booklet does not contain any material statement that is false or misleading in a material respect (including because of any material omission from that statement), in each case after providing a draft of those documents to Bidder in a timely manner and, acting reasonably and in good faith, taking into account all reasonable comments from Bidder on those drafts, provided that such comments are provided in a timely manner;

(q) **supplementary disclosure**: if, after despatch of the Scheme Booklet, Target becomes aware:

(i) that information included in the Scheme Booklet is or has become misleading or deceptive in any material respect (whether by omission or otherwise); or

(ii) of information that is required to be disclosed to Target Shareholders under any applicable law or RG 60 but was not included in the Scheme Booklet,

promptly consult with Bidder in good faith as to the need for, and form of, any supplementary disclosure to Target Shareholders, and make any such disclosure that it considers reasonably necessary in the circumstances, having regard to applicable laws and RG 60. Such consultation with Bidder includes, to the extent reasonably practicable, providing Bidder with a reasonable opportunity to review and comment on such disclosure before it is made and Target must consider in good faith any comments provided by or on behalf of Bidder, provided the comments are given in a timely manner. To the extent that the supplementary disclosure relates to (or constitutes) Bidder Information, it may only be made with Bidder's prior written consent (not to be unreasonably withheld or delayed);

(r) **convening Scheme Meeting:** convene the Scheme Meeting to seek Target Shareholders' agreement to the scheme in accordance with the orders made by the Court pursuant to section 411(1) of the Corporations Act;

(s) **Court approval application if parties agree that conditions are capable of being satisfied or waived:** if the resolutions submitted to the Scheme Meeting are passed by the requisite majority under section 411(4)(a)(ii) of the Corporations Act (or, where clause 3.6 applies, the majority required under section 411(4)(a)(ii)(B) of the Corporations Act) and, if necessary, the parties agree on the Business Day immediately following the Scheme Meeting that it can be reasonably expected that all of the Conditions will be satisfied or

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waived prior to the Delivery Time on the proposed Second Court Date, apply (and, to the extent necessary, re-apply) to the Court for orders approving the Scheme;

(t) **Second Court Hearing:** subject to the Conditions (other than the Condition in clause 3.1(c)) being satisfied or waived in accordance with clause 3, apply to the Court for orders under section 411(4)(b) of the Corporations Act approving the Scheme and consult with Bidder as to the content of all relevant affidavits, submissions and draft minutes of Court orders. Such consultation must include providing Bidder with a reasonable opportunity to review and comment on the relevant Court documents before they are lodged, and Target must consider in good faith any comments provided by or on behalf of Bidder, provided the comments are given in a timely manner;

(u) **lodge copy of Court order:** lodge with ASIC an office copy of the Court order in accordance with section 411(1) of the Corporations Act approving the Scheme by no later than the Business Day after the date on which the Court order was made (or such later date as agreed in writing by Bidder);

(v) **implementation:** if the Scheme becomes Effective:

(i) apply to the ASX to suspend trading in Target Shares from the close of trading on the Effective Date;

(ii) finalise and close the Target Share Register as at the Scheme Record Date and determine the identity of the Scheme Shareholders and their entitlements to the Scheme Consideration in accordance with the Scheme (including any valid Elections) and the Deed Poll;

(iii) subject to Bidder having delivered, or procured the delivery of, the Scheme Consideration to each Scheme Shareholder, execute, on behalf of Scheme Shareholders, proper instruments of transfer of and effect and register the transfer of the Scheme Shares to Bidder on the Implementation Date; and

(iv) do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court approving the Scheme;

(w) **Bidder Information**: without the prior written consent of Bidder, not use the Bidder Information for any purpose other than those expressly contemplated by this deed or the Scheme;

(x) **information:** upon satisfaction of Condition 3.1(a), provide Bidder with all necessary information, and procure that the Target Share Registry provides all necessary information, in each case in a form reasonably requested by Bidder, about the Scheme, the Scheme Shareholders and Target Shareholders to Bidder, and its Authorised Persons, which Bidder reasonably requires in order to:

(i) understand the legal and beneficial ownership of Target Shares (including the results of directions by Target to Target Shareholders under Part 6C.2 of the Corporations Act), proxy appointments, directions received by Target prior to the Scheme Meeting and soliciting votes in favour of the Scheme; and

(ii) facilitate the payment or delivery by, or on behalf of, Bidder of the Scheme Consideration;

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(y) **representation:** procure that it is represented by counsel at the Court hearings convened for the purposes of section 411(1) and paragraph 411(4)(b) of the Corporations Act;

(z) **listing:** subject to clause 5.1(v)(i), not do anything to cause the Target Shares to cease being quoted on ASX or to become permanently suspended from quotation prior to implementation of the Transaction unless Bidder has agreed in writing;

(aa) **compliance with laws:** do everything reasonably within its power to ensure that all transactions contemplated by this deed are effected in accordance with all applicable laws, regulations and policies; and

(bb) **other things necessary:** promptly do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court approving the Scheme in accordance with all applicable laws and regulations.

5.2 Bidder's obligations

Bidder must take all steps reasonably necessary to assist Target to implement the Scheme as soon as reasonably practicable and, without limiting the foregoing, use reasonable endeavours to ensure that each step in the Timetable is met by the relevant date set out beside that step, including taking each of the following steps:

(a) **Bidder Information:** as soon as reasonably practicable after the date of this deed, prepare and promptly provide to Target all information regarding Bidder, the Scheme Consideration, and Bidder's intentions with respect to the assets, business and employees of Target if the Scheme is approved and implemented that is required by all applicable laws (in particular with the Corporations Act, RG 60 and the Listing Rules) for inclusion in the Scheme Booklet;

(b) **drafts of Scheme Booklet:** review the drafts of the Scheme Booklet prepared by Target and provide comments promptly on those drafts in good faith;

(c) **confirmation of Bidder Information:** subject to clause 5.5, promptly after Target requests that it does so, confirm in writing to Target that it consents to the inclusion of the Bidder Information in the Scheme Booklet (and Target must not lodge the Scheme Booklet with ASIC until such approval is obtained from Bidder), in the form and context in which the Bidder Information appears;

(d) **Independent Expert**: promptly provide all assistance and information reasonably requested by the Independent Expert to enable it to prepare the Independent Expert's Report (including any updates to such report);

(e) **due diligence and verification:** undertake appropriate due diligence and verification processes in relation to Bidder Information;

(f) **assistance with Scheme Booklet and Court documents**: promptly provide any assistance or information reasonably requested by Target or its Advisers in connection with the preparation of the Scheme Booklet (including any supplementary disclosure to Target Shareholders) and any documents required to be filed with the Court in respect of the Scheme;

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(g) **representation:** procure that, if requested by Target or if the Bidder desires, Bidder is represented by counsel at the Court hearings convened for the purposes of section 411(4)(b) of the Corporations Act;

(h) **Deed Poll:** by no later than the Business Day prior to the First Court Date, execute and deliver to Target the Deed Poll;

(i) **accuracy of the Bidder Information:** confirm in writing to Target the accuracy of the Bidder Information in the Scheme Booklet, including that it does not contain any material statement that is false or misleading in a material respect, whether because of any material omission from that statement or otherwise;

(j) **share transfer:** if the Scheme becomes Effective:

(i) accept a transfer of the Scheme Shares as contemplated by clause 4.3(a); and

(ii) execute instruments of transfer in respect of the Scheme Shares;

(k) **Scheme Consideration:** if the Scheme becomes Effective, pay and deliver, or procure the payment and delivery of, the Scheme Consideration to each Scheme Shareholder in the manner and amount contemplated by clause 4 and the terms of the Scheme and the Deed Poll and subject to the terms of the Scheme and the Deed Poll;

(l) **update Bidder Information:** until the date of the Scheme Meeting, promptly provide to Target any information that arises after the Scheme Booklet has been despatched that is necessary to ensure the Bidder Information contained in the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement;

(m) **promote the Transaction:** participate in efforts reasonably requested by Target to promote the merits of the Transaction and the Scheme Consideration, including meeting with key Target Shareholders at the reasonable request of Target;

(n) **financing:** do everything necessary:

(i) to ensure that all finance (both debt and equity) agreements and arrangements to which Bidder is party relating to the availability of funds for the purposes of satisfying the Scheme Consideration remain on foot; and

(ii) to ensure that prior to the Implementation Date all conditions precedent to draw down of funds have been satisfied or waived under those agreements or arrangements; and

(iii) to hold the proceeds of financing to the extent required to pay the Scheme Consideration to the Scheme Shareholders on the Implementation Date;

(o) **compliance with laws:** do everything reasonably within its power to ensure that all transactions contemplated by this deed are effected in accordance with all applicable laws and regulations; and

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(p) **other things necessary:** promptly do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court approving the Scheme in accordance with all applicable laws and regulations.

5.3 Court process

(a) The parties are entitled to separate representation at all Court proceedings affecting the Transaction.

(b) This deed does not give a party any right or power to give undertakings to the Court for or on behalf of the other party without that party's written consent.

5.4 Responsibility statements

The Scheme Booklet will include a responsibility statement, in a form to be agreed by the parties, which will contain words to the following effect:

(a) Bidder will be responsible for the Bidder Information contained in the Scheme Booklet and, to the maximum extent possible at law, Target will not be responsible for any Bidder Information and will disclaim any liability for Bidder Information appearing in the Scheme Booklet; and

(b) Target will be responsible for the Target Information contained in the Scheme Booklet and, to the maximum extent possible at law, Bidder will not be responsible for the Target Information appearing in the Scheme Booklet and will disclaim any liability for the Target Information appearing in the Scheme Booklet.

5.5 Disagreement on content

If the parties disagree on the form or content of the Scheme Booklet, they must consult in good faith to try to settle an agreed form of the Scheme Booklet. If after two (2) Business Days complete agreement is not reached after reasonable consultation, then:

(a) where the determination relates to Bidder Information, Bidder will make the final determination, acting reasonably, as to the form and content of the Bidder Information; and

(b) in any other case, Target, acting reasonably, will make the final determination as to the form and content of the Scheme Booklet.

5.6 Appeal process

If the Court refuses to make any orders directing Target to convene the Scheme Meeting or approving the Scheme, Target and Bidder must:

(a) consult with each other in good faith as to whether to appeal the Court's decision; and

(b) appeal the Court decision unless:

(i) the parties agree otherwise; or

(ii) an independent senior counsel opines that, in his or her view, an appeal would have no reasonable prospect of success before the End Date,

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in which case either party may terminate this deed (and such termination will be in accordance with clause 13.1(c)(ii).

5.7 Payment of Agreed Dividend and internal payments

(a) Despite any other provision of this deed, Target may declare and pay the Agreed Dividend to Target Shareholders, provided that the Agreed Dividend:

(i) is to be declared at any time prior to the Implementation Date and paid on or before the Implementation Date;

(ii) does not breach the Benchmark Rule of section 203-25 of the *Income Tax Assessment Act 1997* (Cth);

(iii) must be in compliance with Part 2H.5 of the Corporations Act;

(iv) will be franked to the maximum extent possible, subject to the franking account of Target not being in deficit after the payment of the Agreed Dividend or prior to the declaration of or resolution to pay the Agreed Dividend; and

(v) is to be paid from accumulated profits, retained earnings or distributable reserves (or a combination of all or some of them) of the Target Group existing immediately prior to the declaration of the Agreed Dividend.

(b) Target must provide Bidder with supporting documents evidencing (to Bidder's reasonable satisfaction) that:

(i) the franking account of Target will not be in deficit after the payment of the Agreed Dividend;

(ii) the Agreed Dividend does not breach the Benchmark Rule of section 203-25 of the *Income Tax Assessment Act 1997* (Cth); and

(iii) there are sufficient accumulated profits, retained earnings or distributable reserves to satisfy the requirements of clause 5.7(a)(v).

(c) Despite any other provision of this deed, Target may make any intra group distributions and payments between members of the Target Group, in order to be able to declare and pay the Agreed Dividend in accordance with clause 5.7(a).

(d) The parties acknowledge and agree that whether or not the Agreed Dividend is declared or paid in accordance with clause 5.7(a), the Scheme Consideration will not be adjusted.

6. BOARD RECOMMENDATION

6.1 Recommendation

Target must procure that, subject to:

(a) clause 6.2; and

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(b) there being no requirement or request of the Court or a Government Agency that the Target Director abstain or withdraw from recommending that Target Shareholders vote in favour of the Scheme,

each Target Director will recommend that Target Shareholders vote in favour of the Scheme at the Scheme Meeting, qualified only by the words to the effect of "in the absence of a superior proposal and subject to the independent expert concluding and continuing to conclude that the Scheme is in the best interests of Target shareholders".

6.2 Confirmation

Target represents and warrants to Bidder that, as at the date of this deed, each Target Director has confirmed that:

(a) his or her recommendation in respect of the Scheme is that Target Shareholders vote in favour of the Scheme (**Recommendation**); and

(b) he or she intends to vote, or cause to be voted, all Target Shares that he or she holds or controls in favour of the Scheme (**Voting Intention**),

in each case subject to:

(c) no Superior Proposal emerging; and

(d) the Independent Expert concluding in the Independent Expert's Report (and continuing to conclude) that the Scheme is in the best interests of Target Shareholders.

6.3 Withdrawal or modification of Recommendation and Voting Intention

Target must use reasonable endeavours to procure that each Target Director does not change, withdraw or modify his or her Recommendation or Voting Intention unless:

(a) Target receives a Competing Proposal and the relevant Target Director determines that the Competing Proposal constitutes a Superior Proposal; or

(b) the Independent Expert concludes in the Independent Expert's Report that the Scheme is not in the best interests of Target Shareholders, or the Independent Expert concludes in the Independent Expert's Report that the Scheme is in the best interests of Target Shareholders but then changes, qualifies or publicly withdraws this conclusion prior to the Delivery Time on the Second Court Date; or

(c) the change, withdrawal or modification of his or her Recommendation occurs because of a requirement or request of a court or Government Agency that the Target Director abstain or withdraw from recommending that Target Shareholders vote in favour of the Scheme.

6.4 Notification

Subject to the Listing Rules and all applicable laws and regulations, if any fact, matter or circumstance arises (including receipt or the expected receipt of an unfavourable report) from the Independent Expert's Report, (including any supplementary or replacement report) which may lead to a Target Director changing, withdrawing or

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modifying his or her Recommendation or Voting Intentions, Target must immediately notify Bidder of this fact.

6.5 Elections

Notwithstanding anything else in this clause 6 or elsewhere in this deed, the parties acknowledge and agree that:

(a) each Target Director may, in their sole and absolute discretion, make no recommendation at all in relation to which Election Target Shareholders should make in relation to the Scheme Consideration; and

(b) no Target Director will have failed to comply with this clause 6 (or any other provision of this deed) where he or she does anything contemplated by clause 6.5(a) above.

7. CONDUCT OF BUSINESS

7.1 Conduct of Target business

Subject to clause 7.2, from the date of this deed up to and including the Implementation Date, Target must conduct its business and must cause each of its Subsidiaries to conduct their businesses, in the ordinary and usual course of business and:

(a) consistent with past practice, in generally the same manner as conducted in the 12 months prior to the date of this deed;

(b) in accordance with all applicable laws and regulations;

(c) use reasonable endeavours to preserve their relationships with customers, suppliers, landlords, licensors, licensees and others having material business dealings with them, and to retain the services of all key employees;

(d) use reasonable endeavours to ensure that all assets are maintained in the normal course consistent with past practice;

(e) use reasonable endeavours to comply in all material respects with all material contracts to which a Target Group Member is a party, and with laws, authorisations and licenses applicable to each Target Group Member;

(f) ensure no Target Regulated Event or Target Prescribed Occurrence occurs;

(g) not take or fail to take any action that would, or would be likely to, prevent a Condition being satisfied or result in a Condition not being satisfied;

(h) maintain existing policies of insurance as disclosed in the Target Due Diligence Materials; and

(i) ensure that no Target Group Member, settles, compromises or otherwise deals with any tax or duty audits, reviews or investigations or tax demands without the prior written consent of Bidder (not to be unreasonably withheld or delayed).

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7.2 Target Permitted Activities

The obligations of Target under clause 7.1 do not apply in respect of any Target Permitted Activities.

7.3 Target Scheme expenses

The Target undertakes to the Bidder that it will not incur expenses in relation to the Scheme in excess of the amounts disclosed in the Target Disclosure Materials.

7.4 Conduct of Bidder business

Subject to clause 7.5, from the date of this deed up to and including the Implementation Date, Bidder must conduct its business and must cause each of its Subsidiaries to conduct their businesses, in the ordinary and usual course of business and:

(a) consistent with past practice, in generally the same manner as conducted in the 12 months prior to the date of this deed;

(b) in accordance with all applicable laws and regulations;

(c) use reasonable endeavours to preserve their relationships with customers, suppliers, landlords, licensors, licensees and others having material business dealings with them, and to retain the services of all key employees;

(d) use reasonable endeavours to ensure that all assets are maintained in the normal course consistent with past practice;

(e) use reasonable endeavours to comply in all material respects with all material contracts to which a Bidder Group Member is a party, and with laws, authorisations and licenses applicable to each Bidder Group Member;

(f) ensure no Bidder Regulated Event or Bidder Prescribed Occurrence occurs; and

(g) not take or fail to take any action that would, or would be likely to, prevent a Condition being satisfied or result in a Condition not being satisfied.

7.5 Bidder Permitted Activities

The obligations of Bidder under clause 7.4 do not apply in respect of any Bidder Permitted Activities.

7.6 Access to Target

(a) Between the date of this deed and the Implementation Date, Target must procure that Bidder is provided with reasonable access during normal business hours and on reasonable notice to information, documents, records, premises and senior executives of any Target Group Member, reasonably requested by Bidder solely for the purposes of:

(i) implementation of the Transaction;

(ii) obtaining an understanding, or furthering its understanding, of the Target Group or its business, financial position, prospects or assets in

order to allow Bidder to develop, finalise and implement its plans for the Target Group following implementation of the Transaction;

(iii) finalisation of Bidder's structuring arrangements for the Transaction;

(iv) keeping Bidder informed of material developments relating to the Target Group (including any material correspondence received from or provided to a Government Agency); or

(v) any other purpose agreed between the parties,

and reasonably consider Bidder views about material developments in the business of the Target Group, provided that compliance with any such request would not, in the reasonable opinion of Target (acting in good faith), result in undue disruption to the Target Group's business.

(b) The obligations in clause 7.6(a) and 7.7 do not require Target to:

(i) do anything which would cause undue disruption to the operation of its business in the ordinary course;

(ii) require a Target Group Member to take any action that would reasonably be expected to conflict with or violate the entity's constituent documents or any law;

(iii) require a Target Group Member to take any action that would breach an obligation to any person (including any confidentiality obligations);

(iv) provide information to Bidder concerning the Target's directors' and management's consideration of the Scheme; or

(v) provide any confidential, competitively sensitive or privileged information where the provision of such information is reasonably likely to cause prejudice to the commercial or legal interests of the Target Group taken as a whole, or would be reasonably likely to jeopardise any attorney-client, work product or other legal privilege.

(c) Bidder will provide reasonable assistance to Target for the purpose of satisfying Target's obligations under this clause 7.6.

7.7 Implementation Planning Committee

(a) As soon as reasonably practicable after the date of this deed, the parties must establish an Implementation Planning Committee as set out in this clause 7.7.

(b) Without limiting clause 7.6, between (and including) the date of this deed and the Implementation Date, the Implementation Planning Committee will act as a forum for consultation and planning by the parties to implement the Scheme.

(c) For the avoidance of doubt, the Implementation Planning Committee will be a consultative body only that will make recommendations to the parties and to the extent any document or other information is to be provided to the Implementation Planning Committee, the arrangements set out in clause 3.3(d) with respect to Sensitive Commercial Information shall apply.

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(d) The parties will use reasonable endeavours to procure that the Implementation Planning Committee meets fortnightly, commencing on the one month anniversary of the date of this deed.

(e) A representative nominated by Bidder will act as Chair of meetings of the Implementation Planning Committee and Bidder will establish an agenda for each meeting.

(f) Subject to this deed, nothing in this clause 7.7 requires either party to act at the direction of the other. The business of each party will continue to operate independently from the other until the Implementation Date. The parties agree that nothing in this deed constitutes the relationship of a partnership or joint venture between the parties.

7.8 Change of control

(a) As soon as practicable after the date of this deed, Target must:

(i) seek to identify any change of control or unilateral termination rights in any material contract (including any lease) to which a Target Group Member is party which may be triggered by the implementation of the Transaction (**Change of Control Requirements**); and

(ii) use all reasonable endeavours to agree a proposed strategy to obtain any consents required in accordance with the terms of any identified Change of Control Requirements, and to then expeditiously seek those consents in accordance with the agreed strategy.

(b) Bidder must cooperate with, and provide all reasonable assistance to, Target to obtain such consents or confirmations in relation to any identified Change of Control Requirements, including by promptly providing any information reasonably required by counterparties.

7.9 Existing financing and security

Target must cooperate with, and undertake all steps reasonably required or requested by Bidder in connection with any repayment of existing debt of the Target Group as may be required in connection with the Scheme, including:

(a) liaising with Bidder in good faith in relation to the use of the existing cash reserves of Target for this purpose;

(b) issuing prepayment notices in relation to existing Target Group debt facilities; and

(c) using all reasonable endeavours to procure deeds of release, discharges of real property mortgages and registrations on the PPSR from secured parties in relation to any security interest granted by a Target Group Member in favour of that party and procuring the return of any title documents held by a secured party,

subject always to Target not being required to actually effect such repayment until the Implementation Date.

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8. RECONSTITUTION OF THE TARGET BOARD AND SEQUENCE OF ACTIONS

8.1 Reconstitution of the Target Board

Subject to the Scheme Consideration having been disbursed and issued in accordance with clause 8.2(b), Target must as soon as practicable take all reasonable steps to:

(a) cause the appointment of the nominees of Bidder to the relevant boards of directors of each Target Group Member; and

(b) unless Bidder requests otherwise, procure that each director of each Target Group Member resigns from their office as a director of the relevant Target Group Member by providing to the relevant board of directors their resignation in writing, such resignations, to the extent reasonable, to include a statement to the effect that the outgoing director has no claim outstanding against any Target Group Member.

8.2 Sequence of actions

The transactions which form part of the Scheme will be implemented in the following sequence:

(a) Bidder will provide the Aggregate Cash Consideration to Target in accordance with the Scheme;

(b) Target will disburse the Aggregate Cash Consideration to the Scheme Shareholders in accordance with the Scheme and Bidder will issue the Aggregate Scrip Consideration in accordance with the Scheme;

(c) Bidder will acquire all of the Scheme Shares in accordance with the Scheme; and

(d) the boards of directors of each Target Group Member will be reconstituted in accordance with clause 8.1.

9. REPRESENTATIONS AND WARRANTIES

9.1 Bidder representations and warranties

Bidder represents and warrants to Target that:

(a) **validly existing**: Bidder is a validly existing corporation registered under the laws of its place of incorporation;

(b) **authority and power**: the execution and delivery of this deed has been properly authorised by all necessary corporate action and Bidder has full corporate power and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;

(c) **no default**: this deed constitutes legal, valid and binding obligations on it and this deed does not result in a breach of or default under any provision of Bidder Constitution or any deed or any writ, order or injunction, rule or regulation to which Bidder is a party or is bound and Bidder is not otherwise bound by any agreement that would prevent or restrict it from entering into or performing this deed;

(d) **deed binding**: this deed is a valid and binding obligation of Bidder, enforceable in accordance with its terms;

(e) **no Bidder Prescribed Occurrence**: no Bidder Prescribed Occurrence has occurred;

(f) **Bidder Information**: the Bidder Information provided to Target in accordance with clause 5.2(a) for inclusion in the Scheme Booklet will:

(i) be provided in good faith;

(ii) comply in all material respects with the requirements of the Corporations Act, Corporations Regulations, the Listing Rules and RG 60; and

(iii) be provided on the understanding that Target will rely on that information for the purposes of preparing the Scheme Booklet and proposing and implementing the Scheme in accordance with the requirements of the Corporations Act and for no other purpose;

(g) **not misleading or deceptive**: as at the date the Scheme Booklet is despatched to Target Shareholders, the Bidder Information, in the form and context in which that information appears in the version of the Scheme Booklet registered by ASIC under section 412(6) of the Corporations Act will not be misleading or deceptive in any material respect (whether by omission or otherwise and with any statement of belief or opinion having being formed on a reasonable basis);

(h) **due diligence information**: the Bidder Disclosure Materials were provided or made available to Target in good faith and Bidder is not aware of any material misleading or deceptive statement in, or material omission from, any of the Bidder Disclosure Materials;

(i) **continuous disclosure**: as at the date of this deed, Bidder is not in breach of its continuous disclosure obligations under the Listing Rules;

(j) **issued capital**: the issued capital and options of Bidder as of the date of this deed is set out in Schedule 4 and there are no other Bidder performance rights, shares, warrants, convertible notes, instruments or other securities (or offers or agreements to issue any of the foregoing) that may convert into Bidder Shares;

(k) **financial statements**: Bidder's financial statements as disclosed to the ASX have been prepared in accordance with the Accounting Standards on a basis consistent with past practice financial statements and, so far as Bidder is aware, there has not been any event, change, effect or development which would require Bidder, to restate its financial statements as disclosed to the ASX;

(l) **new information**: Bidder will, as a continuing obligation, provide to Target all further or new information which arises after the Scheme Booklet has been dispatched to Target Shareholders until the date of the Scheme Meeting which is necessary to ensure that the Bidder Information is not misleading or deceptive (including by way of omission);

(m) **sufficient cash amounts – reasonable expectation at the date of this deed**: as at the date of this deed, Bidder has a reasonable basis to expect

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that it will have available to it sufficient cash amounts (whether from internal cash resources or external funding arrangements (including debt and equity financing) or a combination of both) to satisfy Bidder's obligation to pay the Aggregate Cash Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll;

(n) **sufficient cash amounts – unconditional at Second Court Date**: at the Delivery Time on the Second Court Date, Bidder will have available to it on an unconditional basis (other than conditions relating to the approval of the Court and other conditions within the control of Bidder) sufficient cash amounts (whether from internal cash resources or external funding arrangements (including debt and equity financing) or a combination of both) to satisfy Bidder's obligation to pay the Aggregate Cash Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll;

(o) **sufficient cash amounts – available on Implementation Date**: Bidder will have available to it on the Implementation Date sufficient cash amounts (whether from internal cash resources or external funding arrangements (including debt and equity financing) or a combination of both) to satisfy Bidder's obligation to pay the Aggregate Cash Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll;

(p) **Independent Expert**: all information provided by or on behalf of Bidder to the Independent Expert to enable the Independent Expert's Report to be included in the Scheme Booklet to be prepared and completed will not be misleading or deceptive in any material respect (whether by omission or otherwise) when read as a whole and will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purposes of preparing the Independent Expert's Report for inclusion in the Scheme Booklet;

(q) **Insolvency Event or regulatory action**: no Insolvency Event has occurred in relation to Bidder or any other Bidder Group Member, nor has any regulatory action of any nature been taken that would prevent or restrict its ability to fulfil its obligations under this deed; and

(r) **compliance:** the Bidder Group has materially complied with all applicable laws and regulations in the conduct of its business,

(the **Bidder Warranties**).

9.2 Qualifications on the Bidder Warranties

Each of the Bidder Warranties in clause 9.1 are subject to the Bidder Permitted Activities.

9.3 Target representations and warranties

Target represents and warrants to the Bidder that:

(a) **validly existing**: Target is a validly existing corporation registered under the laws of its place of incorporation;

(b) **authority and power**: the execution and delivery of this deed by Target has been properly authorised by all necessary corporate action and Target has full corporate power and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;

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(c) **no default**: this deed constitutes legal, valid and binding obligations on it and this deed does not result in a breach of or default under any provision of Target's constitution or any deed or any writ, order or injunction, rule or regulation to which Target is a party or is bound and Target is not otherwise bound by any agreement that would prevent or restrict it from entering into or performing this deed;

(d) **deed binding**: this deed is a valid and binding obligation of Target, enforceable in accordance with its terms;

(e) **no Target Prescribed Occurrence**: no Target Prescribed Occurrence has occurred;

(f) **Target Information**: as at the date the Scheme Booklet is despatched to Target Shareholders, the Target Information contained in the Scheme Booklet:

(i) will be prepared and included in the Scheme Booklet in good faith; and

(ii) will comply in all material respects with the requirements of the Corporations Act, Corporations Regulations, Listing Rules and RG 60;

(g) **not misleading or deceptive**: as at the date the Scheme Booklet is despatched to Target Shareholders, the Scheme Booklet registered by ASIC under section 412(6) of the Corporations Act (excluding the Bidder Information and the Independent Expert's Report) will not be misleading or deceptive in any material respect (whether by omission or otherwise);

(h) **due diligence information**: the Target Disclosure Materials were provided or made available to Bidder in good faith and Target is not aware of any material misleading or deceptive statement in, or material omission from, any of the Target Disclosure Materials;

(i) **continuous disclosure**: as at the date of this deed, Target is not in breach of its continuous disclosure obligations under the Listing Rules and is not relying on the exclusion in Listing Rule 3.1A to withhold any information from disclosure (other than in relation to the Transaction or as disclosed in writing to Bidder on or before the date of this deed);

(j) **issued capital**: the issued capital and performance rights of Target as of the date of this deed is set out in Schedule 4 and there are no other Target options, shares, warrants, convertible notes, instruments or other securities (or offers or agreements to issue any of the foregoing) that may convert into Target Shares;

(k) **financial statements**: Target's financial statements as disclosed to the ASX have been prepared in accordance with the Accounting Standards on a basis consistent with past practice financial statements and, so far as Target is aware, there has not been any event, change, effect or development which would require Target to restate its financial statements as disclosed to the ASX;

(l) **issue of securities**: no Target Group Member has issued, or agreed to issue, any other securities or instruments which may convert into Target Shares or any other securities in Target except as disclosed in writing to Bidder on or before the date of this deed;

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(m) **Independent Expert**: all information provided by or on behalf of Target to the Independent Expert to enable the Independent Expert's Report to be included in the Scheme Booklet to be prepared and completed will not be misleading or deceptive in any material respect (whether by omission or otherwise) when read as a whole and will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purposes of preparing the Independent Expert's Report for inclusion in the Scheme Booklet;

(n) **Insolvency Event or regulatory action**: no Insolvency Event has occurred in relation to Target or any other Target Group Member, nor has any regulatory action of any nature been taken that would prevent or restrict its ability to fulfil its obligations under this deed;

(o) **Target assets:** the Target Group owns, or has the right to use, all of the assets, real property, information technology and intellectual property that are material for the conduct of the business of the Target Group, and will continue to do so upon and immediately following Implementation;

(p) **Target debt:** the Target Group does not have any third party finance facilities other than as disclosed in the Target Disclosure Materials; and

(q) **TUAs**: none of the TUAs contain:

(i) a provision to allow any party to terminate for convenience (that is, terminate in the absence of a breach of the TUA or insolvency of the other party); or

(ii) a provision which requires the Target to obtain consent from the relevant counterparty to a change of control or ownership of the Target;

(r) **developer contributions**: each of the TUAs includes a contractual commitment for the relevant developer to pay the relevant development contributions in instalments with the final instalment payable on practical completion, for the aggregate total amount as disclosed in the Target Disclosure Materials;

(s) **compliance:** the Target Group has materially complied with all applicable laws and regulations in the conduct of its business,

(the **Target Warranties**).

9.4 Qualifications on the Target Warranties

Each of the Target Warranties in clause 9.3 are subject to the Target Permitted Activities.

9.5 Survival of representations

Each representation and warranty in clauses 9.1 and 9.3:

(a) is severable;

(b) will survive the termination of this deed; and

(c) is given with the intent that liability thereunder will not be confined to breaches which are discovered prior to the date of termination of this deed.

9.6 Survival of indemnities

Each indemnity in this deed will:

(a) be severable;

(b) be a continuing obligation;

(c) constitute a separate and independent obligation of the party giving the indemnity from any other obligations of that party under this deed; and

(d) survive the termination of this deed.

9.7 Timing of representations and warranties

Each Bidder Warranty and Target Warranty is given at the date of this deed, at the date the Scheme Booklet is despatched to Target Shareholders and as at the Delivery Time on the Second Court Date unless that representation or warranty is expressed to be given only at a particular time, in which case it is given only at that time.

9.8 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed and (to the maximum extent permitted by law) all other representations, warranties and conditions implied by statute or otherwise in relation to any matter relating to this deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.

(b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representations or inducement expressly set out in this deed.

10. PUBLIC ANNOUNCEMENTS

10.1 Public Announcements on execution

Immediately after the date of this deed, the parties must issue a public announcement in a form agreed by them.

10.2 Public announcements

(a) Subject to clause 10.3, no public announcement or public disclosure of or relating to:

(i) the Transaction; or

(ii) any other transaction the subject of this deed; or

(iii) the Scheme,

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may be made other than in a form approved by each party in writing (acting reasonably), provided that:

(iv) each party must use all reasonable endeavours to provide such approval as soon as practicable; and

(v) neither party will be required to consult with the other in relation to any public announcement relating to termination of this deed or any Competing Proposal.

(b) Target must ensure that each Target Director Recommendation and Voting Intention, which has not been changed, withdrawn or modified, is included in each ASX announcement referencing the Scheme made by Target from the date of this deed until the date of the Scheme Meeting.

10.3 Required disclosure

Where a party is required by applicable law or the Listing Rules to make any announcement or to make any disclosure in connection with the Transaction or any other transaction the subject of this deed or the Scheme, it must use all reasonable endeavours, to the extent practicable in the circumstances, to consult with the other party prior to making the relevant disclosure and take account of any reasonable comments received from the other party in relation to the form and content of the announcement or disclosure.

11. EXCLUSIVITY

11.1 No current arrangement or discussions

Target represents and warrants to Bidder that, as at the date of this deed, Target Group and any of its Authorised Persons:

(a) is not a party to any agreement or arrangement with a third party entered into for the purpose of facilitating, or that concern or could reasonably be expected to lead to, a Competing Proposal; and

(b) is not, directly or indirectly, participating in any discussions or negotiations with a third party for the purpose of facilitating, or that concern or could reasonably be expected to lead to, a Competing Proposal.

11.2 No-shop

During the Exclusivity Period, Target must not, and must ensure that its Authorised Persons and Related Entities, and their respective Authorised Persons do not, directly or indirectly:

(a) solicit, invite, initiate or encourage any Competing Proposal;

(b) solicit, invite, initiate or encourage any enquiries, expressions of interest, proposals, discussions or negotiations in relation to, or which may reasonably be expected to lead to, a Competing Proposal;

(c) communicate to any person any intention to do any of the things referred to in clauses 11.2(a) or 11.2(b); or

(d) encourage any person to do any of the things referred to in clauses 11.2(a) or 11.2(b) on their behalf.

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11.3 No-talk

Subject to clause 11.7, during the Exclusivity Period, Target must not, and must ensure that its Authorised Persons and Related Entities, and their respective Authorised Persons do not, directly or indirectly, except with the prior written consent of Bidder:

(a) participate in or continue any negotiations or discussions with respect to any:

(i) inquiry, expression of interest, offer, proposal or discussion by any person to make, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal; or

(ii) actual, proposed or potential Competing Proposal;

(b) negotiate, accept or enter into, or offer or agree to negotiate, accept or enter into, any agreement, arrangement or understanding regarding an actual, proposed or potential Competing Proposal;

(c) communicate to any person an intention to do anything referred to in the preceding paragraphs of this clause 11.3, including by disclosing or otherwise providing any Non-Public Information about the business or affairs of the Target Group to a third party (other than a Government Agency); or

(d) encourage any person to do anything referred to in the preceding paragraphs of this clause 11.3 on their behalf.

11.4 No due diligence restriction

(a) Subject to clause 11.7, during the Exclusivity Period, Target must not, and must ensure that its Authorised Persons and Related Entities, and their respective Authorised Persons do not, directly or indirectly:

(i) solicit, initiate, facilitate, encourage or invite any person (other than Bidder, its affiliates or its Authorised Persons) to undertake due diligence investigations in respect of:

(A) Target; or

(B) any Target Group Member; or

(C) any of their respective businesses and operations,

in connection with such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal;

(ii) make available to any person (other than Bidder, its affiliates or its Authorised Persons) or permit any such person to receive, other than in the ordinary course of business or as required by law or the rules of any prescribed financial market, any Non-Public Information relating to:

(A) Target;

(B) any Target Group Member; or

(C) any of their respective businesses and operations;

with a view to obtaining or which may reasonably be expected to lead to a Competing Proposal;

(iii) make available to any person (other than Bidder, its affiliates or its Authorised Persons) or permit any such person to have, access to:

(A) any premises used, leased, licensed or owned by any Target Group Member; or

(B) any Authorised Persons of any Target Group Member,

with a view to obtaining or which may reasonably be expected to lead to a Competing Proposal.

(b) During the Exclusivity Period, Target must promptly provide the Bidder with any material Non-Public Information relating to the Target Group, or any of their respective businesses and operations made available to any person by Target, in connection with such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal and the substance of which has not previously been provided to Bidder.

11.5 Notification of approaches

(a) During the Exclusivity Period, Target must notify Bidder in writing as soon as practicable but in any event within 24 hours:

(i) if Target Group or any of Target's Authorised Persons is approached by any person in relation to an actual or potential Competing Proposal, with such notice to set out reasonable details of the approach in accordance with clause 11.5(b); or

(ii) of any request made by a third party for any information in relation to Target Group or any of its respective businesses or operations, that the Target Board has reasonable grounds to suspect may be in connection with such third party formulating, developing or finalising, or assisting in the formulation of a Competing Proposal,

(each, a **Notifiable Proposal**).

(b) The notice referred to above must set out the material terms of the Notifiable Proposal, including (as the case may be):

(i) subject to clause 11.7, the identity of the third party that made the Notifiable Proposal; and

(ii) the material terms and conditions (including price, conditions precedent, timetable and any break fee) of any Competing Proposal or any proposed Competing Proposal,

and Bidder agrees that:

(iii) any such information received will be Confidential Information and subject to clause 15; and

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(iv) it will not, and it will ensure that its Authorised Persons will not, contact the third party that made the Notifiable Proposal for any purpose relating to the Transaction, the Competing Proposal or any similar transaction.

11.6 Matching right

(a) Target must:

(i) not, and must procure that its Authorised Persons and Related Entities, and their respective Authorised Persons do not:

(A) enter into any legally binding agreement, arrangement or understanding in relation to a Competing Proposal; or

(B) publicly recommend, support or endorse a Competing Proposal; and

(ii) direct each Target Director not to withdraw, change or modify his or her recommendation or voting intention (as set out in clause 6) in response to a Competing Proposal, or publicly recommend, support or endorse a Competing Proposal,

unless:

(iii) the Competing Proposal is a Superior Proposal;

(iv) Target has provided Bidder with the material terms and conditions of the Competing Proposal, including the identity of any person making the Competing Proposal (subject to clause 11.7), the price, conditions and proposed timing of the proposal;

(v) Target has given Bidder at least 3 Business Days after provision of all of the information referred to in clause 11.6(a)(iv) to provide a proposal that is no less favourable to Target Shareholders or is superior to the Competing Proposal (**Updated Bidder Proposal**); and

(vi) Bidder has not provided, by the expiry of the period referred to in clause 11.6(a)(v), an Updated Bidder Proposal which the Target Directors determine (acting reasonably and in good faith) would be reasonably likely to provide an outcome for Target Shareholders that is no less favourable or more favourable to Target Shareholders as a whole, than the relevant Competing Proposal (having regard to matters including, but not limited to, consideration, conditionality, funding, certainty and timing).

(b) Target's obligations under clause 11.6(a) apply in respect of each new Competing Proposal and any material variation or amendment to a Competing Proposal.

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(c) The Target Directors must consider the Updated Bidder Proposal and if they determine, acting in good faith, that the Updated Bidder Proposal would provide an outcome that is no less favourable or more favourable to Target Shareholders as a whole than the relevant Competing Proposal (having regard to matters including, but not limited to, consideration, conditionality, funding, certainty and timing), then Target must cease discussions with any person(s) making the Competing Proposal and the parties must use their best endeavours to agree any amendments to this deed and the contents of the Scheme Booklet which are reasonably necessary to reflect the Updated Bidder Proposal, and once agreed:

(i) the parties must enter into an appropriate amending deed to this deed to give effect to those agreed amendments; and

(ii) Target must implement the Updated Bidder Proposal in accordance with the terms of this amended deed,

in each case as soon as reasonably practicable.

11.7 Fiduciary out

Clauses 11.3, 11.4, 11.5(b)(i) and 11.6(a)(iv) do not apply to the extent that they restrict Target or any Target Director from taking or refusing to take any action with respect to a Competing Proposal (in relation to which there has been no contravention of this clause 11) provided that the Target Board has determined in good faith:

(a) after consultation with Target's financial and legal advisers, that the Competing Proposal, approach, inquiry, proposal or request for information (as the case may be) is or may be reasonably expected to lead to a Superior Proposal; and

(b) after receiving written legal advice from Target's external legal advisers (who must be reputable legal advisers, practicing in the area of corporate law and experienced in transactions of this nature), that failing to take the action or refusing to take the action (as the case may be) with respect to the Competing Proposal would be reasonably likely to constitute, a breach of any of the fiduciary or statutory duties of the directors of Target,

and for the avoidance of doubt, the evaluation of a Competing Proposal for the purposes of this clause 11.7 is not a breach of this clause 11.

11.8 Exceptions

Nothing in this clause 11 prevents Target from:

(a) engaging with Target Shareholders (in their capacity as a Target Shareholders) in relation to Target, provided that such engagement does not relate to Target soliciting, inviting or initiating an actual, proposed or potential Competing Proposal;

(b) continuing to make presentations to, and to respond to enquiries from, brokers, portfolio investors, analysts and institutional lenders in the ordinary course in relation to its business generally or promoting the merits of the Transaction;

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(c) providing information to or instructing or receiving advice from its Authorised Persons; or

(d) providing information required to be provided by law, rule, regulation, or legal, judicial or administrative process (including an order of a court, a Government Agency, judicial body, or the rules of a financial market), including to fulfil its continuous disclosure requirements.

12. BREAK FEE AND REVERSE BREAK FEE

12.1 Background

(a) This clause 12 has been agreed to in circumstances which:

(i) each party believes it and its shareholders will derive significant benefits from the implementation of the Scheme;

(ii) each party has incurred and will further incur significant costs, with the Scheme, which will include significant opportunity costs if the Scheme is not implemented;

(iii) each party has requested that provision be made for the payment outlined in clause 12.2 or 12.3 (as applicable), and neither of them would have entered into this deed had such provision not been made;

(iv) each party believes that it is reasonable and appropriate to agree to pay the Break Fee or the Reverse Break Fee (as applicable) to secure the other party's entry into this deed; and

(v) each party has received advice from their Advisers in relation to this deed and this clause 12.

(b) The parties acknowledge and agree that the costs referred to in clause 12.1(a)(ii) are of such a nature that they cannot be precisely quantified, but that the amount payable by Bidder (in respect of the Reverse Break Fee) and the amount payable by Target (in respect of the Break Fee):

(i) is in each case to be purely and strictly compensatory in nature; and

(ii) represents a genuine and reasonable estimate of the compensation so as to compensate Target (in respect of the Reverse Break Fee) and Bidder (in respect of the Break Fee) for the following:

(A) legal, financial and other professional advice in planning and implementing the Transaction (excluding success fees);

(B) reasonable opportunity costs incurred in engaging in the Transaction or in not engaging in other alternative transactions or strategic initiatives;

(C) costs of management and directors' time in planning and implementing the Transaction;

(D) out of pocket expenses incurred:

(1) directly by Bidder or by other Bidder Indemnified Parties and their advisors and agents in planning and

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implementing the Transaction (in respect of the Break Fee); and

(2) directly by Target or by other Target Indemnified Parties and their advisors and agents in planning and implementing the Transaction (in respect of the Reverse Break Fee);

(E) costs associated with the financing arrangements in respect of the Transaction; and

(F) any damage to reputation associated with a failed transaction.

12.2 Payment of Break Fee

(a) Subject to clauses 12.4, 12.5 and 12.7, Target must pay the Break Fee to Bidder, without set-off or withholding and within 5 Business Days after receipt of a written demand from Bidder stating the circumstances which give rise to the demand, if:

(i) during the Exclusivity Period any Target Director withdraws or adversely revises their Recommendation or Voting Intention or makes any public statement that is inconsistent with their Recommendation or Voting Intention unless:

(A) the Independent Expert concludes in the Independent Expert's Report (or any update of, revision or amendment or addendum to, that report) that the Scheme is not in the best interests of Target Shareholders; or

(B) the Target Director is permitted to do so under clause 6.3(c); or

(C) Target is entitled to terminate this deed pursuant to clause 13.1(a), 13.2(b) or clause 13.2(c) and has given the appropriate termination notice to Bidder;

(ii) a Competing Proposal is announced prior to the date of the Scheme Meetings (whether or not such proposal is stated to be subject to any preconditions) and, within 12 months of the date of such announcement, the party that proposed the Competing Proposal:

(A) completes the Competing Proposal; or

(B) acquires a Relevant Interest in more than 50% of the Target Shares under a transaction that is or has become wholly unconditional or otherwise comes to Control Target or acquires substantially all of the assets of Target;

(iii) subject to clause 12.2(b):

(A) Bidder has terminated this deed under clause 13.1(a) or clause 13.3(d); or

(B) Bidder has terminated this deed under clause 13.3(c) as a result of a Target Material Adverse Change occurring and that Target Material Adverse Change arose directly as a result of an action or inaction of Target,

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and the Scheme has not become Effective prior to the date of termination.

(b) The Break Fee is not payable to Bidder in respect of a termination by Bidder of this deed under clause 13.3(d) in circumstances where the Independent Expert does not conclude that the Transaction is in the best interests of Target Shareholders.

(c) For the avoidance of doubt, no Break Fee is payable under this clause 12.2 if the Target Shareholders do not approve the Scheme at the Scheme Meeting.

12.3 Payment of Reverse Break Fee

(a) Subject to clauses 12.4, 12.5 and 12.7, the Bidder must pay Target the Reverse Break Fee, without set-off or withholding and within 5 Business Days after receipt of a written demand from Target stating the circumstances which give rise to the demand, if:

(i) Target has terminated this deed under clause 13.1(a) or clause 13.2(c); or

(ii) Target has terminated this deed under clause 13.2(b) as a result of a Bidder Material Adverse Change occurring and that Bidder Material Adverse Change arose directly as a result of an action or inaction of Bidder,

and the Scheme has not become Effective prior to the date of termination.

(b) For the avoidance of doubt, no Reverse Break Fee is payable under this clause 12.3 if the Target Shareholders do not approve the Scheme at the Scheme Meeting.

12.4 No payment if Scheme becomes Effective

(a) Notwithstanding the occurrence of any event described in clause 12.2 or 12.3, no amount will be payable under this clause 12 if the Scheme becomes Effective.

(b) To the extent that any amount has already been paid under this clause 12 and the Scheme subsequently becomes Effective, such amount must be immediately refunded by the payee to the payor.

12.5 Break Fee payable once

Any amount payable by Target or Bidder (as applicable) under this clause 12 is only payable once.

12.6 Other claims

(a) Notwithstanding any other provision of this deed, each party acknowledges and agrees that:

(i) the payment of the Break Fee by Target to Bidder is Bidder's sole and exclusive remedy in respect of the matter giving rise to the payment of the Break Fee and otherwise in respect of this deed and the Scheme and no further damages, fees, expenses or reimbursements of any

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kind will be payable by Target in respect of such matter or otherwise in connection with the Scheme or this deed; and

(ii) the maximum aggregate amount which Target may be required to pay in relation to this deed and the Scheme (including any breach of this deed by Target) is the Break Fee, and in no event will the aggregate liability of Target under or in connection with this deed exceed the Break Fee,

provided that the Break Fee shall not be in lieu of damages, fees, expenses or reimbursements or any other payment or remedy available, and shall not operate to limit Target's liability, in the event of any wilful or intentional breach by Target of a material term of this deed.

(b) Notwithstanding any other provision of this deed, each party acknowledges and agrees that:

(i) the payment of the Reverse Break Fee by Bidder to Target is Target's sole and exclusive remedy in respect of the matter giving rise to the payment of the Reverse Break Fee and otherwise in respect of this deed and the Scheme and no further damages, fees, expenses or reimbursements of any kind will be payable by Bidder in respect of such matter or otherwise in connection with the Scheme or connection with this deed;

(ii) the maximum aggregate amount which Bidder may be required to pay in relation to this deed and the Scheme (including any breach of this deed by Bidder) is the Reverse Break Fee, and in no event will the aggregate liability of Bidder under or in connection with this deed exceed the Reverse Break Fee,

provided that the Reverse Break Fee shall not be in lieu of damages fees, expenses or reimbursements or any other payment or remedy available, and shall not operate to limit Bidder’s liability, in the event of any wilful or intentional breach by Bidder of a material term of this deed.

12.7 Compliance with law

If it is finally determined following the exhaustion of all reasonable avenues of appeal to the Takeovers Panel or a court that all or any part of the Break Fee required to be paid under clause 12.2 (**Break Fee Impugned Amount**) or the Reverse Break Fee required to be paid under clause 12.3 (**Reverse Break Fee Impugned Amount**):

(a) is unlawful;

(b) involves a breach of directors' duties; or

(c) constitutes unacceptable circumstances or breaches an order of the Takeovers Panel,

then:

(d) the requirement to pay:

(i) the Break Fee does not apply to the extent of the Break Fee Impugned Amount; and

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(ii) the Reverse Break Fee does not apply to the extent of the Reverse Break Fee Impugned Amount; and

(e) if Bidder has received the Break Fee Impugned Amount, it must refund it within five Business Days of the final determination being made; and

(f) if Target has received the Reverse Break Fee Impugned Amount, it must refund it within five Business Days of the final determination being made.

12.8 Regulatory Intervention

If any regulatory body (including ASIC or the Takeovers Panel) or a court requires any modification (including requiring such a modification as a condition of consenting to or approving the Scheme or as a condition of not opposing the Scheme) to the Break Fee or the Reverse Break Fee, including as to the amount or circumstances in which it is to be paid, then:

(a) the parties will accept this determination and amend this deed to that extent; and

(b) it will not result in a breach of this deed or termination of the transactions contemplated by it.

13. TERMINATION

13.1 Termination by notice

A party may terminate this deed by written notice to the other party, at any time before 8:00am on the Second Court Date:

(a) other than in respect of a breach of either a Target Warranty or a Bidder Warranty (which are dealt with in clauses 13.2(c) and 13.3(d) respectively), if the other party has breached this deed (including in relation to an exclusivity provision in clause 11) in a manner which is material in the context of the Scheme taken as a whole, if:

(i) the party entitled to terminate has given written notice to the party in breach of this deed setting out:

(A) the relevant circumstances; and

(B) stating an intention to terminate this deed, and

(ii) the party in breach has failed to remedy the breach, or the effects of the breach are not otherwise mitigated:

(A) within 5 Business Days; or

(B) any shorter period ending at 5.00pm on the Business Day before the Second Court Date;

after the date on which the notice is given under clause 13.1(a)(i);

(b) if the Court or another Government Agency (including any other court) has taken any action permanently restraining or otherwise prohibiting or preventing the Transaction, or has refused to do anything necessary to permit

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the Transaction, and the action or refusal has become final and cannot be appealed or reviewed;

(c) in the circumstances set out in, and in accordance with:

(i) clause 3.7; or

(ii) clause 5.6; or

(d) if the Effective Date for the Scheme has not occurred, or will not occur, on or before the End Date.

13.2 Termination by Target

Without limiting Target's obligations under clause 6.1 and clause 11.6, Target may, by notice in writing to Bidder, terminate this deed at any time prior to the Delivery Time on the Second Court Date:

(a) if a majority of the Target Directors change, withdraw or modify their Recommendation as permitted under clause 6.3; or

(b) if a Bidder Material Adverse Change occurs; or

(c) if:

(i) Bidder materially breaches a Bidder Warranty set out in clause 9.1 and such breach results in a Bidder Material Adverse Change; or

(ii) a Bidder Prescribed Occurrence occurs; or

(iii) a Bidder Regulated Event occurs; or

(iv) the Bidder (for any reason) holds a meeting of its members in connection with any aspect of the Scheme (including but not limited to for the purposes of an approval under Chapter 7 or 11 of the Listing Rules) and any of the relevant resolutions voted on by the members at the meeting are not approved (and the parties acknowledge that if this occurs the Bidder will not be entitled to terminate this deed (notwithstanding any other provision of this deed) for a period of three Business Days following the relevant meeting),

and:

(v) Target has given written notice to Bidder:

(A) setting out the relevant circumstances; and

(B) stating an intention to terminate or to allow the Scheme to lapse; and

(vi) the relevant breach continues to exist, or the effects of which are not otherwise mitigated:

(A) 5 Business Days; or

(B) any shorter period ending at 5.00pm on the Business Day before the Second Court Date,

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after the date on which the notice is given under clause 13.2(c)(v).

13.3 Termination by Bidder

Bidder may, by notice in writing to Target, terminate this deed at any time prior to the Delivery Time on the Second Court Date:

(a) if a Target Director (other than a Target Director who has withdrawn a recommendation that Target Shareholders vote in favour of the Scheme solely because of a requirement or request of a court or Government Agency):

(i) withdraws or adversely revises his or her Recommendation or Voting Intention; or

(ii) makes any public statement that is inconsistent with the Recommendation or Voting Intention; or

(iii) recommends, endorses or supports any Competing Proposal; or

(b) if a Competing Proposal in respect of Target is announced or made and is publicly recommended, supported or endorsed by a majority of the Target Board; or

(c) if a Target Material Adverse Change occurs; or

(d) if:

(i) Target materially breaches a Target Warranty set out in clause 9.3 and; such breach results in a Target Material Adverse Change; or

(ii) a Target Prescribed Occurrence occurs; or

(iii) a Target Regulated Event occurs,

and:

(iv) Bidder has given written notice to Target:

(A) setting out the relevant circumstances; and

(B) stating an intention to terminate or to allow the Scheme to lapse; and

(v) the relevant breach continues to exist, or the effects of which are not otherwise mitigated:

(A) 5 Business Days; or

(B) any shorter period ending at 5.00pm on the Business Day before the Second Court Date;

after the date on which the notice is given under clause 13.3(d)(iv).

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13.4 Effect of termination

In the event of termination of this deed in accordance with clauses 3.7, 13.1, 13.2 or 13.3 of this deed will cease to have force and effect without any liability or obligation on the part of any party, except that:

(a) this deed will become void and have no effect, except that the provisions of this clause 13.4 and clauses 1, 9.5, 9.6, 9.7, 12, 15, 16 and 17 survive termination; and

(b) each party will retain the rights it has or may have against the other parties in respect of any prior breach of this deed; and

(c) in all other respects, all future obligations of the parties under this deed will immediately terminate and be of no further force and effect including any further obligations in respect of the Scheme.

14. RELEASES

14.1 Target and Target directors and officers

(a) Bidder releases its rights, and agrees with Target that neither it nor any of its Subsidiaries as at the date of this deed and from time to time will make a Claim, against any Target Indemnified Party or Adviser to the Target other than Target and its Related Entitles as at the date of this deed and from time to time in connection with:

(i) any breach of any representations and warranties of Target or any other Target Group Member in this deed; or

(ii) any disclosures containing any statement which is false or misleading whether in content or by omission,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Target Indemnified Party has engaged in wilful misconduct or fraud. For the avoidance of doubt, nothing in this clause 14.1 limits Bidder's rights to terminate this deed under clause 13.3(c) or clause 13.3(d).

(b) Target receives and holds the benefit of this clause 14.1 to the extent it relates to each Target Indemnified Party or Adviser to the Target as trustee for each of them.

14.2 Bidder and Bidder directors and officers

(a) Target releases its rights, and agrees with Bidder that it will not make a Claim, against any Bidder Indemnified Party or Adviser to the Bidder other than Bidder and its Related Entities as at the date of this deed and from time to time in connection with:

(i) any breach of any representations and warranties of Bidder or any other Bidder Group Member in this deed; or

(ii) any disclosure containing any statement which is false or misleading whether in content or by omission,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Bidder Indemnified Party has engaged in wilful misconduct or fraud. For the avoidance of doubt, nothing in this clause 14.2 limits Target's rights to terminate this deed under clause 13.2(b) or clause 13.2(c).

(b) Bidder receives and holds the benefit of this clause 14.2 to the extent it relates to each Bidder Indemnified Party or Adviser to the Bidder as trustee for each of them.

14.3 Deeds of indemnity

(a) Subject to the Scheme becoming Effective, Bidder undertakes in favour of Target and each other person who is a Target Indemnified Party that it will:

(i) subject to clause 14.3(d), for 7 years from the Implementation Date, ensure that the constitutions of Target and each other Target Group Member continue to contain such rules as are contained in those constitutions at the date of this deed that provide for each company to indemnify each of its directors and officers against any liability incurred by that person in his or her capacity as a director or officer of the company to any person other than a Target Group Member; and

(ii) procure that Target and each other Target Group Member complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time.

(b) The undertakings contained in clause 14.3(a) are subject to any Corporations Act restriction, or any restriction in the law of a jurisdiction in which an entity is incorporated, and will be read down accordingly.

(c) Target receives and holds for the benefit of clause 14.3(a), to the extent it relates to the other Target Indemnified Parties, as trustee for them.

(d) The undertakings contained in clause 14.3(a) are given:

(i) in the case of clause 14.3(a)(i), until the earlier of 7 years from the Implementation Date and the relevant Target Group Member ceasing to be part of Bidder Group; or

(ii) in the case of clause 14.3(a)(ii), until the earlier of 7 years from the retirement of each director and officer and the relevant Target Group Member ceasing to be part of Bidder Group.

14.4 Directors' and officers' insurance

Bidder acknowledges that Target will in respect of Target and all other members of the Target Group:

(a) prior to the Effective Date, if required by Target, arrange for the cover currently provided under the directors' and officers' insurance policy for Target and all other members of the Target Group disclosed in the Target Disclosure Materials (**Policy**) to be extended for a further 12 months; and

(b) by no later than the Implementation Date, to the extent practicable at normal commercial rates, arrange for the cover provided under the Policy to be amended so as to provide run off cover in accordance with the terms of the

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Policy for 7 years from the end of the term of the Policy, and pay all premiums required so as to ensure that insurance cover is provided under the Policy on those terms until that date.

14.5 Obligations in relation to directors' and officers' insurance

(a) From the Implementation Date, Target must not:

(i) vary or cancel the Policy; or

(ii) unless required under the Policy, commit any act or omission that may prejudice any claim by a director or officer of Target under the Policy as extended under clause 14.4(b) above.

(iii) Nothing in clause 14.4 or 14.5 shall require Bidder or Target to incur any additional premium after the Implementation Date or require Target to not fulfil its contractual obligations under the Policy.

15. CONFIDENTIALITY

The parties acknowledge that they continue to be bound by the Confidentiality Agreement after the date of this deed on the terms of that Confidentiality Agreement, provided that this deed prevails to the extent of any inconsistency. For the avoidance of doubt, the rights and obligations of the parties under the Confidentiality Agreement survive termination of this deed.

16. NOTICES

16.1 Service of notices

(a) A notice, consent or other communication under this deed (**Notice**) is only effective if:

(i) it is in writing, signed by or on behalf of the party giving it; and

(ii) it is directed to the recipient's address for notices as follows:

Bidder

Address: Level 1, 44 Currie Street,
Adelaide, South Australia 5000
E-mail: michael.simmons@unitigrouplimited.com
Attn: Michael Simmons

with copies to:

Address: Level 1, 44 Currie Street
Adelaide, South Australia 5000
E-mail: Ashe-lee.jegathesan@unitigrouplimited.com
Attn: Ashe-lee Jegathesan

and Lander & Rogers:

Address: Level 12, 600 Bourke Street,
Melbourne VIC 3000
E-mail: jsolakovski@landers.com.au
Attn: Jackie Solakovski

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Target

Address: Level 1, 22 Salmon Street,
Port Melbourne VIC 3207
E-mail: jphillips@opticomm.net.au
Attn: John Phillips

with copies to:

Address: Level 1, 22 Salmon Street,
Port Melbourne VIC 3207
E-mail: allan@allanbrackin.com
Attn: Allan Brackin

and Talbot Sayer:

Address: Level 27, 123 Eagle Street
Brisbane VIC 4001
E-mail: tim.sayer@talbotsayer.com.au
Attn: Tim Sayer

(b) If a party changes address and fails to notify the other parties of this change and the new address, delivery of Notices to a new address, or otherwise brought to the attention of the addressee, are deemed compliance with the notice obligations under this clause 16.1.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the third Business Day after the date of posting; or

(c) if sent by email:

(i) when the email (including the attachment) comes to the attention of the recipient party or a person acting on its behalf; or

(ii) when the sender receives an automated message from the intended recipient's information system confirming delivery of the email,

but if the deemed time of receipt under clause 16.2(a), 16.2(b) or (c)16.2(c) is:

(d) not on a Business Day or after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the following Business Day; or

(e) before 9.00am on a Business Day, the Notice is taken to be received at 9.00am on that Business Day,

where references to time are to time in the place the recipient is located.

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17. GENERAL

17.1 Further acts

Each party will promptly do all things necessary to give full effect to this deed and the matters contemplated by it.

17.2 Payments

Unless otherwise expressly provided in this deed, where an amount is required to be paid to a party (**the Receiving Party**) by another party under this deed, that amount shall be paid:

(a) in immediately available and irrevocable funds by electronic transfer to a bank account or accounts notified by the Receiving Party in writing on or before the due date for payment, or in other such immediately payable funds as the parties may agree; and

(b) without deduction, withholding or set-off.

17.3 Consents or approvals

(a) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this deed.

(b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

17.4 GST

(a) Any reference in this clause 17.4 to a term defined or used in the GST Act is, unless the context indicates otherwise, a reference to that term as defined or used in the GST Act.

(b) Unless expressly included, the consideration for any supply under or in connection with this deed does not include GST.

(c) To the extent that any supply made by a party (**Supplier**) to another party (**Recipient**) under or in connection with this deed is a taxable supply, the Recipient must pay to the Supplier, in addition to the consideration to be provided under this deed but for the application of this clause 17.4(c) for that supply (**GST Exclusive Consideration**), an amount equal to the amount of the GST Exclusive Consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. This clause 17.4(c) does not apply to any taxable supply under or in connection with this deed that is expressly stated to include GST.

(d) The amount on account of GST payable in accordance with this clause 17.4 will be paid at the same time and in the same manner as the consideration otherwise payable for the supply is provided and the Supplier must provide the Recipient with a Tax Invoice as a pre-condition to payment of the GST payable.

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(e) Any reference in the calculation of any consideration or of any indemnity, reimbursement or similar amount to a cost, expense or liability incurred by a person (**Relevant Expense**) is a reference to the relevant expense reduced by an amount equal to any input tax credit entitlement of that person (or of the representative member of any GST group to which the person belongs) in relation to the Relevant Expense. A party will be assumed to have an entitlement to a full input tax credit unless it demonstrates otherwise prior to the date on which the relevant payment or consideration must be provided.

(f) Unless expressly included, any monetary thresholds specified in this deed are exclusive of GST.

17.5 Stamp duty

Bidder must pay all stamp duties (if any) and any fines and penalties with respect to stamp duty in respect of this deed or the Scheme or the steps to be taken under this deed or the Scheme (including the acquisition or transfer of Scheme Shares pursuant to the Scheme).

17.6 Expenses

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

17.7 Amendments

No variation of this deed is effective unless may in writing and signed by each party.

17.8 Assignment

(a) Subject to clause 17.8(b), a party must not assign or novate this deed or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of the other parties, which consent may be withheld at the absolute discretion of the party or parties from whom consent is sought.

(b) Bidder may assign, grant a security interest over, novate or otherwise transfer by way of security, any of its rights under this deed to a financier or financiers (or a security agent or security trustee thereof) without the prior consent of Target solely for the purpose of obtaining finance or providing security in connection with the Transaction provided that no assignment to any such financier or financiers shall affect Bidder's obligations under this deed or increase Target's obligations under this deed.

17.9 Waiver

(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this deed.

(b) Any waiver or consent given by any party under this deed will only be effective and binding on that party if it is given or confirmed in writing by that party.

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

(d) Nothing in this deed obliges a party to exercise a right to waive any conditional term of this deed that may be in its power.

17.10 Entire agreement

(a) This deed is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter (other than the Confidentiality Agreement).

(b) Each party represents and warrants that it has not relied on any representations or warranties about the subject matter of this deed except as expressly provided in this deed.

17.11 Relationship of the parties

Except as expressly provided in this deed:

(a) nothing in this deed is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust; and

(b) no party has authority to bind any other party.

17.12 No merger

The rights and obligations of the parties will not merge on completion of any transaction under this deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

17.13 Invalidity and enforceability

(a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

(b) Clause 17.13(a) does not apply where enforcement of the provision of this deed in accordance with clause 17.13(a) would materially affect the nature or effect of the parties' obligations under this deed.

17.14 Remedies cumulative

Except as provided in this deed and permitted by law, the rights, powers and remedies provided in this deed are cumulative with, and not exclusive of, the rights, powers and remedies provided by law independently of this deed.

17.15 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

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17.16 Governing law

(a) This deed is governed by and will be construed according to the laws of Victoria.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and of the courts competent to determine appeals from those courts.

17.17 Counterparts

(a) This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each counterpart is an original but the counterparts together are one and the same agreement.

(b) This deed is binding on the parties on the exchange of duly executed counterparts.

(c) The parties agree that a copy of an original executed counterpart sent by email to the email address of the other parties specified in clause 16, instead of the original, is sufficient evidence of the execution of the original and may be produced in evidence for all purposes in place of the original.

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EXECUTION

EXECUTED AS A DEED

EXECUTED by **UNITI GROUP LIMITED**)
ACN 158 957 889 by being signed by:)

Signature of director	Signature of ~~director/s~~ecretary
Vaughan Bowen	Ashe-lee Jegathesan
Name of director (please print)	Name of ~~director/s~~ecretary (please print)

EXECUTED by **OPTICOMM LTD**)
ACN 117 414 776 by being signed by:)

Signature of director	Signature of director/secretary
Name of director (please print)	Name of director/secretary (please print)

For personal use only

EXECUTION

EXECUTED AS A DEED

EXECUTED by **UNITI GROUP LIMITED**)
ACN 158 957 889 by being signed by:)

Signature of director	Signature of director/secretary
Name of director (please print)	Name of director/secretary (please print)

EXECUTED by **OPTICOMM LTD**)
ACN 117 414 776 by being signed by:)

Signature of director	Signature of director/secretary
ALLAN BRACKIN	DAVID REDFERN
Name of director (please print)	Name of director/secretary (please print)

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SCHEDULE 1

Target Material Adverse Change, Prescribed Occurrence and Regulated Event

Target Material Adverse Change means a change, event, circumstance, occurrence or matter that occurs, is announced, is disclosed or otherwise becomes known to Bidder or the Target Board in each case after the date of this deed (whether it becomes public or not) which (whether individually or when aggregated with all such changes, events, circumstances, occurrences or matters) has had or is reasonably likely to have:

(a) the effect of a diminution in the value of the consolidated net tangible assets of the Target Group as at 30 June 2020 or 30 June 2021 (**Target Group Net Tangible Assets**), taken as a whole, of at least $15,000,000 against what it would reasonably be expected to have been but for that change, event, circumstance, occurrence or matter; or

(b) the effect of a diminution in the normalised consolidated earnings before interest, tax, depreciation and amortisation of the Target Group, taken as a whole, of at least $5,000,000 for the financial year ending 30 June 2020 or 30 June 2021 against what it would reasonably be expected to have been but for that change, event, circumstance, occurrence or matter,

provided that:

(c) the impact of the relevant change, event, circumstance, occurrence or matter on the:

(i) value of the Target Group Net Tangible Assets; or

(ii) normalised consolidated earnings before interest, tax, depreciation and amortisation of the Target Group for the financial year ending 30 June 2020 or 30 June 2021 (**Target Group EBITDA**),

must be determined after taking into account any matters that are of a same or substantially similar nature which offset, or are reasonably likely to offset, the impact of the first change, event, circumstance, occurrence or matter on the:

(iii) value of the Target Group Net Tangible Assets; or

(iv) Target Group EBITDA; and

(d) any change, event, circumstance, occurrence or matter which has a negative effect on the:

(i) value of the Target Group Net Tangible Assets; or

(ii) Target Group EBITDA,

will be disregarded:

(iii) if it is a Target Permitted Activity; or

(iv) if it results from or in connection with:

(A) any actual or proposed change in any applicable law, Accounting Standard, or policy of a Government Agency after the date of this deed; or

(B) general economic, business or political conditions or changes in such conditions (including disruptions to, or fluctuations in financial markets, changes in interest rates or commodity prices and acts of terrorism, war (whether declared or not), natural disaster or the like),

in each case, other than such changes, events, circumstances, occurrences, or matters, that have a disproportionate effect on the Target Group, taken as a whole, as compared to other participants in the industries in which the Target Group operates.

Target Prescribed Occurrence means the occurrence of any of the following on or after the date of this deed and before the Delivery Time on the Second Court Date:

(a) Target converts all or any of its shares into a larger or smaller number of shares (under section 254H of the Corporations Act);

(b) any Target Group Member resolves to reduce its share capital in any way;

(c) any Target Group Member:

(i) enters into a buy-back agreement; or

(ii) resolves to approve the terms of a buy-back agreement under subsections 257C(1) or 257D(1) of the Corporations Act;

(d) any Target Group Member issues shares, or grants a performance right, a phantom performance right, or an option or other incentive right over its shares, or agrees to make such an issue or grant such a performance right, phantom performance right or an option or other incentive right (other than to a directly or indirectly wholly owned Subsidiary of Target);

(e) any Target Group Member issues, or agrees to issue, securities convertible into shares or debt securities;

(f) an Insolvency Event occurs in relation to any Target Group Member,

provided that a Target Prescribed Occurrence will not include any Target Permitted Activities.

Target Regulated Event means the occurrence of any of the following:

(a) a Target Group Member reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;

(b) any Target Group Member declaring, paying, distributing or incurring any liability to make or pay any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital to its members other than the Agreed Dividend;

(c) Target amending the terms of the Target Incentive Plan or establishing another incentive plan;

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(d) a Target Group Member making any change to its constitution;

(e) any Target Group Member ceasing or threatening to cease, the whole or a material part of its business;

(f) any Target Group Member:

(i) acquiring or disposing of;

(ii) agreeing to acquire or dispose of; or

(iii) offering to, proposing to, announcing a bid to, or tendering for, the acquisition or disposal of,

any business or property (excluding in respect of any lease) of any business, assets or entity (whether by way of a single transaction or series of related transactions) the value of which exceeds $2,500,000 individually, or in related transactions that are entered into contemporaneously, and $10,000,000 in aggregate;

(g) any Target Group Member creating, granting or agreeing to any Encumbrance over any of the assets of any Target Group Member, other than a lien which arises by operation of law, legislation or arises in the ordinary course of the Target Group's business;

(h) a Target Group Member entering into any contract or commitment, excluding in respect of any new financial indebtedness, requiring payments by the Target Group in excess of $2,500,000 per annum individually or $5,000,000 per annum in aggregate, other than any payment required by law, excluding developer contracts entered into in the ordinary course of business;

(i) a Target Group Member entering into any contract or commitment in respect of any new finance facilities;

(j) a Target Group Member providing financial accommodation other than to members of the Target Group or trade debtors in the ordinary course (irrespective of what form that accommodation takes) in excess of $2,500,000 per annum individually or $5,000,000 per annum in aggregate;

(k) a Target Group Member entering into any agreement, arrangement or transaction with respect to derivative instruments (including, but not limited to, swaps, futures contracts, forward commitments, commodity derivatives or options) or similar instruments;

(l) a Target Group Member materially altering, varying or amending any of its contracts in a manner that is not in the best interests of Target and/or its shareholders;

(m) a Target Group Member entering into, or resolving to enter into, or varying, or resolving to vary, a transaction with any related party of Target (other than a related party which is a Target Group Member), as defined in section 228 of the Corporations Act;

(n) a Target Group Member entering into or materially altering, varying or amending any employment, consulting, severance or similar agreement or arrangement with one or more of its officers, directors, other executives or

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employees with a base salary of greater than $250,000, or accelerating or otherwise materially increasing compensation or benefits for any of the above;

(o) a Target Group Member entering into an employment agreement with a new employee with a base salary of greater than $250,000;

(p) a Target Group Member paying any of its directors or employees a termination or retention payment, or bonus or other payment in connection with the Transaction, other than:

(i) contractual entitlements existing at the date of this deed, to the extent such a payment and/or bonus relates to a director or an employee of the Target with a base salary of greater than $250,000 and the contractual entitlement is disclosed in the Target Disclosure Materials; or

(ii) statutory entitlements;

(q) a Target Group Member entering into any enterprise bargaining agreement;

(r) a Target Group Member changing any accounting policy applied by them to report their financial position other than any change in policy required by a change inAccounting Standards;

(s) a Target Group Member settling any legal proceedings, disputed claim, investigation, arbitration or other like proceeding where the settlement amount payable by any Target Group Member exceeds $500,000;

(t) Target Shares cease to be quoted on ASX;

(u) any Target Group Member authorises, agrees, offers, commits or resolves to do any of the matters set out in the above definition, whether conditionally or otherwise,

other than Target Permitted Activities.

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SCHEDULE 2

Bidder Material Adverse Change, Prescribed Occurrence and Regulated Event

Bidder Material Adverse Change means a change, event, circumstance, occurrence or matter that occurs, is announced, is disclosed or otherwise becomes known to Target or the Bidder Board in each case after the date of this deed (whether it becomes public or not) which (whether individually or when aggregated with all such changes, events, circumstances, occurrences or matters) has had or is reasonably likely to have:

(a) the effect of a diminution in the value of the consolidated net tangible assets of the Bidder Group as at 30 June 2020 or 30 June 2021 (**Bidder Group Net Tangible Assets**), taken as a whole, of at least $15,000,000 against what it would reasonably be expected to have been but for that change, event, circumstance, occurrence or matter; or

(b) the effect of a diminution in the normalised consolidated earnings before interest, tax, depreciation and amortisation of the Bidder Group, taken as a whole, of at least $5,000,000 for the financial year ending 30 June 2020 or 30 June 2021 against what it would reasonably be expected to have been but for that change, event, circumstance, occurrence or matter,

provided that:

(c) the impact of the relevant change, event, circumstance, occurrence or matter on the:

(i) value of the Bidder Group Net Tangible Assets; or

(ii) normalised consolidated earnings before interest, tax, depreciation and amortisation of the Bidder Group for the financial year ending 30 June 2020 or 30 June 2021 (**Bidder Group EBITDA**),

must be determined after taking into account any matters that are of a same or substantially similar nature which offset, or are reasonably likely to offset, the impact of the first change, event, circumstance, occurrence or matter on the:

(iii) value of the Bidder Group Net Tangible Assets; or

(iv) Bidder Group EBITDA; and

(d) any change, event, circumstance, occurrence or matter which has a negative effect on the:

(i) value of the Bidder Group Net Tangible Assets; or

(ii) Bidder Group EBITDA,

will be disregarded:

(iii) if it is a Bidder Permitted Activity; or

(iv) if it results from or in connection with:

(A) any actual or proposed change in any applicable law, Accounting Standard, or policy of a Government Agency after the date of this deed; or

(B) general economic, business or political conditions or changes in such conditions (including disruptions to, or fluctuations in financial markets, changes in interest rates or commodity prices and acts of terrorism, war (whether declared or not), natural disaster or the like),

in each case, other than such changes, events, circumstances, occurrences or matters, that have a disproportionate effect on the Bidder Group, taken as a whole, as compared to other participants in the industries in which the Bidder Group operates.

Bidder Prescribed Occurrence means the occurrence of any of the following on or after the date of this deed and before the Delivery Time on the Second Court Date:

(a) Bidder converts all or any of its shares into a larger or smaller number of shares (under section 254H of the Corporations Act);

(b) any Bidder Group Member resolves to reduce its share capital in any way;

(c) any Bidder Group Member:

(i) enters into a buy-back agreement; or

(ii) resolves to approve the terms of a buy-back agreement under subsections 257C(1) or 257D(1) of the Corporations Act;

(d) any Bidder Group Member issues, or agrees to issue, securities convertible into shares or debt securities except:

(i) as part of an employee incentive plan; or

(ii) if it is part of the consideration paid for the transactions referred to in paragraph (e) of the definition of Bidder Regulated Event.

(e) an Insolvency Event occurring in relation to any Bidder Group Member,

provided that a Bidder Prescribed Occurrence will not include a Bidder Permitted Activities.

Bidder Regulated Event means the occurrence of any of the following:

(a) Bidder reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;

(b) Bidder declaring, paying, distributing or incurring any liability to make or pay any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital to its members;

(c) Bidder making any change to the Bidder Constitution;

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(d) Bidder ceasing or threatening to cease, the whole or a material part of its business;

(e) any Bidder Group Member:

(i) acquiring or disposing of;

(ii) agreeing to acquire or dispose of; or

(iii) offering to, proposing to, announcing a bid to, or tendering for, the acquisition or disposal of,

any business or property (excluding in respect of any lease) of any business, assets or entity (whether by way of a single transaction or series of related transactions) the value of which exceeds $20,000,000 individually, or in related transactions that are entered into contemporaneously, and $40,000,000 in aggregate;

(f) Bidder Shares cease to be quoted on ASX;

(g) any Bidder Group Member creates or agrees to create, any mortgage, charge, lien or other encumbrance over the whole, or a substantial part, of its business or property, other than:

(i) in the usual and ordinary course of business consistent with past practice; or

(ii) for the purposes of arranging debt finance for payment of the Scheme Consideration;

(h) any Bidder Group Member authorises, agrees, offers, commits or resolves to do any of the matters set out in the above definition, whether conditionally or otherwise,

other than Bidder Permitted Activities.

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SCHEDULE 3

Indicative Timetable

Event	Date
Enter into Scheme Implementation Deed	Sunday, 14 June 2020
Lodge the Scheme Booklet with ASIC and ASX for review and comment	Wednesday, 15 July 2020
First Court Date	Wednesday, 5 August 2020
Scheme Booklet registered with ASIC	Thursday, 6 August 2020
Despatch Scheme Booklet to Target Shareholders	Monday, 10 August 2020
Election Date	Thursday, 3 September 2020
Scheme Meeting	Thursday, 10 September 2020
Second Court Date	Friday, 18 September 2020
Effective Date – lodge office copy of Court order approving the Scheme with ASIC	Monday, 21 September 2020
Scheme Record Date	Wednesday, 23 September 2020
Implementation Date	Wednesday, 30 September 2020
Date of delisting of Target	Thursday, 1 October 2020

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SCHEDULE 4

Capital Structure

Part A – Target Shares

104,074,986 Target Shares

Part B – Target Performance Rights

220,336 Target Performance Rights

Part C – Bidder Shares

323,994,238 Bidder Shares

Part D – Bidder Options

19,078,257 Bidder Options

SCHEDULE 5

Scheme of Arrangement

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Lander & Rogers
Lawyers

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Scheme of Arrangement

OPTICOMM LTD

Each person registered as a holder of fully paid ordinary shares in Target as at the Scheme Record Date

Melbourne

Level 12
600 Bourke Street
Melbourne VIC 3000
Australia

GPO Box 1842
Melbourne VIC 3001
Australia

DX 370
Melbourne VIC

T +61 3 **9269 9000**
F +61 3 9269 9001

www.landers.com.au
ABN 58 207 240 529

Scheme of Arrangement

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

PARTIES

OptiComm Ltd ACN 117 414 776 of Level 1, 22 Salmon Street, Port Melbourne VIC 3207 (**Target**)

and

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Scheme the following words and phrases have the following meanings unless the context indicates otherwise:

Aggregate Cash Consideration means:

(a) in clause 5.6, $406,751,755.80; and

(b) in all other clauses, the aggregate value of the Scheme Consideration payable to Scheme Shareholders in cash under the Scheme.

Aggregate Elected Cash Consideration means:

(a) the aggregate value of cash elected by Scheme Shareholders under all valid Elections; plus

(b) the aggregate value of cash attributable to Scheme Shareholders who did not make a valid Election,

but does not include the aggregate of the Cash Consideration payable to Ineligible Foreign Shareholders.

Aggregate Elected Scrip Consideration means:

(a) the aggregate number of Bidder Shares elected by Scheme Shareholders under all valid Elections; plus

(b) the aggregate number of Bidder Shares attributable to Scheme Shareholders who did not make a valid Election.

Aggregate Scrip Consideration means:

(a) in clause 5.7, 83,996,233 Bidder Shares; and

(b) in all other clauses, the aggregate number of Bidder Shares to be issued to Scheme Shareholders as Scheme Consideration under the Scheme.

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All Cash Consideration means the consideration for each Scheme Share held by a Scheme Shareholder is satisfied solely by the Cash Consideration.

All Cash Consideration Election means an election by a Target Shareholder to receive All Cash Consideration.

All Scrip Consideration means the consideration for each Scheme Share held by a Scheme Shareholder is satisfied solely by the Scrip Consideration.

All Scrip Consideration Election means an election by a Target Shareholder to receive All Scrip Consideration.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or, if the context requires, the financial market operated by it.

Bidder means Uniti Group Limited (ACN 158 957 889).

Bidder Option means an option to acquire a Bidder Share.

Bidder Share means a fully paid ordinary share in the capital of Bidder.

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

Cash Consideration means $5.10 for each Scheme Share.

Cash Scaleback Mechanism means the scaleback mechanism set out in clause 5.6.

CHESS means the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited and ASX Clear Pty Limited.

CHESS Holding has the meaning given in the Settlement Rules.

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

Court means the Federal Court of Australia (Victorian registry) or any other court of competent jurisdiction under the Corporations Act as Target and Bidder may agree in writing.

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

Deed Poll means the deed poll under which Bidder covenants in favour of Scheme Shareholders to provide the Scheme Consideration in accordance with the terms of this Scheme.

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

Effective Date, with respect to the Scheme, means the date on which the Scheme becomes Effective.

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Election means:

(a) an All Cash Consideration Election;

(b) an All Scrip Consideration Election;

(c) a Mixed Consideration Option 1 Election;

(d) a Mixed Consideration Option 2 Election; or

(e) a Mixed Consideration Option 3 Election.

Election Date means:

(a) 5.00pm on the date which is five Business Days prior to the date of the Scheme Meeting; or

(b) such other date before the Scheme Meeting agreed in writing between Bidder and Target.

Election Form means an election form issued by or on behalf of Target for the purposes of a Target Shareholder making an Election and in a form agreed to by Target and Bidder.

End Date means the later of:

(a) 15 December 2020; and

(b) such other date and time agreed in writing between Bidder and Target.

Government Agency means any government or representative of a 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 and any regulatory organisation established under statute or any stock exchange.

Immediately Available Funds means a bank cheque or other form of cleared funds acceptable to Target (acting reasonably).

Implementation Date means, with respect to the Scheme, the fifth Business Day, or such other Business Day as Bidder and Target agree, following the Scheme Record Date for the Scheme.

Ineligible Foreign Shareholders means a Scheme Shareholder whose address shown in the Target Share Register at 7.00pm on the Scheme Record Date is a place outside Australia and its external territories unless Bidder determines that it is lawful and not unduly onerous or impracticable to provide that Scheme Shareholder with Bidder Shares when the Scheme becomes Effective.

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.

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Mixed Consideration Option 1 means the consideration for each Scheme Share held by a Scheme Shareholder is satisfied by:

(a) 75% of the Cash Consideration; plus

(b) 25% of the Scrip Consideration.

Mixed Consideration Option 1 Election means an election by a Target Shareholder to receive Mixed Consideration Option 1 for the Scheme Shares held by that Target Shareholder.

Mixed Consideration Option 2 means the consideration for each Scheme Share held by a Scheme Shareholder is satisfied by:

(a) 50% of the Cash Consideration; plus

(b) 50% of the Scrip Consideration.

Mixed Consideration Option 2 Election means an election by a Target Shareholder to receive Mixed Consideration Option 2 for the Scheme Shares held by that Target Shareholder.

Mixed Consideration Option 3 means the consideration for each Scheme Share held by a Scheme Shareholder is satisfied by:

(a) 25% of the Cash Consideration; plus

(b) 75% of the Scrip Consideration.

Mixed Consideration Option 3 Election means an election by a Target Shareholder to receive Mixed Consideration Option 3 for the Scheme Shares held by that Target Shareholder.

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

Scaleback Mechanisms means:

(a) the Cash Scaleback Mechanism; and

(b) the Scrip Scaleback Mechanism.

Scheme means this scheme of arrangement subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Bidder and Target.

Scheme Booklet means the explanatory booklet prepared by Target in respect of the Transaction in accordance with the terms of the Scheme Implementation Deed and despatched to Target Shareholders.

Scheme Consideration means, depending on the Election and subject to the Scaleback Mechanisms and the terms of the Scheme:

(a) All Cash Consideration;

(b) All Scrip Consideration;

(c) Mixed Consideration Option 1;

(d) Mixed Consideration Option 2; or

(e) Mixed Consideration Option 3.

Scheme Implementation Deed means the scheme implementation deed dated 14 June 2020 between Bidder and Target relating to (among other things) the implementation of the Scheme.

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

Scheme Record Date means, in respect of the Scheme, 7.00pm on the second Business Day (or such other Business Day as Bidder and Target agree in writing) following the Effective Date.

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

Scheme Shareholder means each person registered in the Target Share Register as the holder of one or more Scheme Shares as at the Scheme Record Date.

Scheme Transfer means one or more proper instruments of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be or include a master transfer of all or part of the Scheme Shares.

Scrip Consideration means 3.4228 Bidder Shares for each Scheme Share.

Scrip Scaleback Mechanism means the scaleback mechanism set out in clause 5.7.

Second Court Date means:

(a) the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme was heard or scheduled to be heard; or

(b) if the application was adjourned or subject to appeal for any reason, the first day on which the adjourned or appealed application was heard or scheduled to be heard.

Second Court Hearing means the hearing of the application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme.

Settlement Rules means the official operating rules of ASX Settlement Pty Ltd.

Takeovers Panel means the Takeovers Panel constituted under the *Australian Securities and Investments Commission Act 2001* (Cth).

Target Incentive Plan means Target's long term incentive plan adopted on 15 July 2019.

Target Performance Right means a right to be issued a Target Share under the Target Incentive Plan.

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

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

Target Share Registry means Link Market Services Limited.

Target Shareholder means each person who is registered in the Target Share Register as a holder of Target Shares.

Trust Account means an Australian dollar denominated trust account which:

(a) attracts interest at a commercial rate; and

(b) is operated by Target, or by the Target Share Registry on behalf of Target, as trustee for the Scheme Shareholders.

Unclaimed Money Act means the *Unclaimed Money Act 2008* (Vic).

1.2 Interpretation

In the Scheme, the following rules of interpretation apply unless the contrary intention appears:

(a) a term or expression starting with a capital letter:

(i) which is defined in clause 1.1 has the meaning given to it in clause 1.1; and

(ii) which is defined in the Corporations Act, but is not defined in the clause 1.1, has the meaning given to it in the Corporations Act;

(b) headings are for convenience only and do not affect the interpretation of the Scheme;

(c) the singular includes the plural and vice versa;

(d) words that are gender neutral or gender specific include each gender;

(e) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(f) the words "include", "including" and similar expressions are not words of limitation and do not limit what else might be included;

(g) a reference to:

(i) a person includes a natural person, estate of a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate or entity (as that term is defined in section 64A of the Corporations Act);

(ii) a thing (including a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

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(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or a party, schedule or attachment to, this Scheme (as applicable);

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a Listing Rule and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation made under it;

(ix) an agreement, other than the Scheme, includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing;

(x) a monetary amount is in Australian dollars; and

(xi) time is to Melbourne, Australia time;

(h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and

(i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Scheme or any part of it.

2. PRELIMINARY MATTERS

2.1 Target

(a) Target is an Australian public company limited by shares.

(b) Target is admitted to the official list of ASX and Target Shares are officially quoted for trading on ASX.

(c) As at [●], Target had the following securities on issue:

(i) [●] Target Shares; and

(ii) [●] Target Performance Rights.

2.2 Bidder

(a) Bidder is an Australian public company limited by shares.

(b) Bidder is admitted to the official list of ASX and Bidder Shares are officially quoted for trading on ASX.

(c) As at [●], Bidder had the following securities on issue:

(i) [●] Bidder Shares; and

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(ii) [●] Bidder Options.

2.3 Scheme Implementation Deed

Bidder and Target have entered into the Scheme Implementation Deed in respect of (among other things) the implementation of this Scheme.

2.4 Deed Poll

(a) The Scheme attributes actions to Bidder but does not itself impose any obligations on it to perform those actions.

(b) By executing the Deed Poll, Bidder has agreed to perform:

(i) the actions attributed to it under the Scheme; and

(ii) its obligations under the Deed Poll, including the provision of the Scheme Consideration in accordance with the terms of the Scheme.

3. CONDITIONS

3.1 Conditions precedent

This Scheme is conditional on and will not become Effective until and unless the following conditions precedent are satisfied:

(a) all the conditions in clause 3.1 of the Scheme Implementation Deed (other than the condition in clause 3.1(c) of the Scheme Implementation Deed relating to Court approval of this Scheme) are satisfied or waived in accordance with the terms of the Scheme Implementation Deed by the Delivery Time on the Second Court Date;

(b) neither the Scheme Implementation Deed nor the Deed Poll is terminated in accordance with its terms by the Delivery Time on the Second Court Date;

(c) the Scheme is approved by the Court at the Second Court Hearing 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 acceptable to Target and Bidder (each acting reasonably);

(d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to the Scheme as are acceptable to Target and Bidder are satisfied (each acting reasonably); and

(e) the order of the Court made under section 411(4)(b) of the Corporations Act approving the Scheme comes into effect pursuant to section 411(10) of the Corporations Act on or before the End Date.

3.2 Conditions precedent and operation of clauses 4.2 and 5

The satisfaction of each condition of clause 3.1 of the Scheme is a condition precedent to the operation of clause 4.3 and clause 5 of the Scheme.

3.3 Joint Certificate

(a) Target and Bidder will provide a joint certificate to the Court at the Second Court Hearing confirming whether or not the conditions precedent in clause

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3.1(a) and clause 3.1(b) have been satisfied or waived as at the Delivery Time on the Second Court Date in accordance with the terms of the Scheme Implementation Deed.

(b) Unless the Court requires otherwise, the joint certificate given by Target and Bidder constitutes conclusive evidence that the conditions precedent in clause 3.1(a) and clause 3.1(b) have been satisfied or waived as at the Delivery Time on the Second Court Date in accordance with the terms of the Scheme Implementation Deed.

3.4 Termination and End Date

Without limiting any rights under the Scheme Implementation Deed, if:

(a) the Scheme Implementation Deed or the Deed Poll is terminated in accordance with its terms before the Scheme becomes Effective; or

(b) the Effective Date has not occurred on or before the End Date,

then the Scheme will lapse and each of Bidder and Target are released from any further obligation to take steps to implement the Scheme.

4. IMPLEMENTATION OF THIS SCHEME

4.1 Lodgement of Court orders with ASIC

If the conditions precedent set out in clause 3.1 of this Scheme (other than the condition precedent in clause 3.1(e)) are satisfied, Target must lodge with ASIC in accordance with section 411(10) of the Corporations Act an office copy of the order made by the Court under section 411(4)(b) of the Corporations Act approving this Scheme before:

(a) 5:00pm on the Business Day following the day on which such office copy is received by Target; or

(b) such later date agreed in writing between Bidder and Target.

4.2 Consequences of the Scheme becoming Effective

If this Scheme becomes Effective:

(a) it will override the constitution of the Target to the extent of any inconsistency;

(b) Bidder must provide or procure the provision of the Scheme Consideration to Scheme Shareholders in accordance with this Scheme and the Deed Poll;

(c) subject to the provision of the Scheme Consideration as contemplated by clause 4.2(b), all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to Bidder; and

(d) Target will enter the name of the Bidder in the Target Share Register in respect of all the Scheme Shares.

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4.3 Transfer of Scheme Shares

Subject to the Scheme becoming Effective, the following will occur in the order set out below:

(a) on or before the Implementation Date, Bidder confirming in writing to Target that:

(i) the Cash Consideration has been provided in accordance with clause 5.10; and

(ii) the Scrip Consideration has been provided in accordance with clause 5.12;

(b) on the Implementation Date, payment by Target of the Cash Consideration in the manner contemplated by clause 5.10(c); and

(c) subject to the matters in clause 4.3(a) and clause 4.3(b) being satisfied, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to Bidder without the need for any further act by any Scheme Shareholder (other than acts performed by Target as attorney and agent for Scheme Shareholders under clause 8 of the Scheme) by:

(i) Target delivering to Bidder a duly completed and executed Scheme Transfer, executed on behalf of the Scheme Shareholders by Target as their attorney and agent; and

(ii) Bidder duly executing the Scheme Transfer and delivering the executed and, if necessary, stamped Scheme Transfer to Target for registration; and

(iii) immediately following receipt of the duly executed Scheme Transfer in accordance with clause 4.3(c)(ii), Target entering, or procuring the entry of, the name of Bidder in the Target Share Register in respect of all of the Scheme Shares.

5. SCHEME CONSIDERATION

5.1 Entitlement to Scheme Consideration

Subject to the terms of this Scheme, on the Implementation Date, in consideration for the transfer to Bidder of the Scheme Shares, each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of each of their Scheme Shares in accordance with clauses 5.2 to 5.15 and the Deed Poll.

5.2 Election mechanism

(a) Each Target Shareholder (other than Ineligible Foreign Shareholders) will be entitled to make an Election.

(b) All Elections take effect in accordance with the Scheme to the extent any Target Shareholder who makes an Election qualifies as a Scheme Shareholder.

(c) Target must ensure that the Scheme Booklet is accompanied with an Election Form.

(d) The Election Form must state to the effect that:

(i) subject to clause 5.2(d)(iv), an Election may only be made in accordance with the terms and conditions stated on the Election Form for it to be valid and must be completed and returned in writing to the address specified on the Election Form before the Election Date;

(ii) an Election will apply to all of the Target Shares of the Target Shareholder as at the Scheme Record Date;

(iii) once made, an Election may be varied, waived or revoked before the Election Date by notice in writing to the address specified on the Election Form before the Election Date; and

(iv) in the manner considered appropriate by the parties (acting reasonably), a Target Shareholder who holds one or more parcels of Target Shares as trustee or nominee for, or otherwise on account of, another person, may make separate Elections in relation to each of those parcels of Target Shares (subject to providing to the parties any substantiating information they reasonably require), and if it does so will be treated as a separate Target 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 Election Date, it holds fewer Target Shares than it held at the time it made the Election, then, unless it has at the time of any sale of Target Shares notified Target whether the Target Shares sold relate to any such separate Election (and if so, which separate Election the Target Shares sold relate to), it will be treated as not having made a valid Election in respect of any of its Target Shares (or will be treated in any other manner that the parties agree is fair to the Target Shareholder in all the circumstances acting reasonably).

(e) Target must ensure that, to the extent reasonably practicable, persons who acquire Target Shares after the date of the dispatch of the Scheme Booklet and until the Election Date are sent an Election Form upon those persons requesting one from Target.

(f) In order to facilitate the satisfaction of the Scheme Consideration, Target must provide to Bidder, details of any valid Elections made by Target Shareholders, on the Business Day after the Election Date, including:

(i) the name and address of each Target Shareholder who has made a valid Election; and

(ii) the number of Bidder Shares that Bidder must issue to those Target Shareholders to meet its obligations under the Scheme in accordance with that Target Shareholder's Election, subject to the Scaleback Mechanisms.

(g) The parties agree that the Election Form will include the following terms and conditions:

(i) Ineligible Foreign Shareholders may not make an Election and that any purported Election by such persons will be of no effect and clause 5.5 will apply to such persons;

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(ii) if a Target Shareholder, who is not an Ineligible Foreign Shareholder, does not make a valid Election, clause 5.4 will apply to that person;

(iii) Target Shareholders who receive Scrip Consideration agree to become members of Bidder from the Implementation Date and become bound by the Bidder Constitution pursuant to the Scheme;

(iv) Target Shareholders who receive Scrip Consideration will have such Scrip Consideration issued having the same holding name and address and other details as the holding of the relevant Scheme Shares; and

(v) such other terms and conditions as Bidder reasonably requires to be stated on the Election Form.

5.3 Scheme Consideration if valid Election made

Subject to the Scaleback Mechanisms, if a Target Shareholder makes a valid Election that Target Shareholder will be entitled to receive the Scheme Consideration as nominated by their Election.

5.4 Scheme Consideration if valid Election not made

Subject to the Scaleback Mechanisms, if a Target Shareholder (not being an Ineligible Foreign Shareholder) does not make a valid Election, that Target Shareholder will be entitled to receive the Mixed Consideration Option 1.

5.5 Scheme Consideration for Ineligible Foreign Shareholders

(a) If a Target Shareholder is an Ineligible Foreign Shareholder that Target Shareholder will be entitled to receive the All Cash Consideration Option.

(b) Bidder has no obligation to provide, and will not provide under the Scheme, any Scrip Consideration to Ineligible Foreign Shareholders regardless of the Election made by the Ineligible Foreign Shareholders.

5.6 Cash Scaleback Mechanism

If:

(a) a Scheme Shareholder has made a valid Election on or before the Election Date or clause 5.4 applies in relation to a Scheme Shareholder; and

(b) the Aggregate Elected Cash Consideration exceeds the Aggregate Cash Consideration less the aggregate Cash Consideration payable to Ineligible Foreign Shareholders;

then, the Scheme Shareholder is entitled to receive the following as Scheme Consideration:

(c) such percentage of Cash Consideration for each of their Scheme Shares as is calculated in accordance with the following formula:

$$A = B \times \frac{C}{D}$$

where:

A = the percentage of Cash Consideration that will be received by the Scheme Shareholder for each of their Scheme Shares;

B = if:

(a) the Scheme Shareholder has made an All Cash Consideration, Election, 100%;

(b) the Scheme Shareholder has made a Mixed Consideration Option 1 Election, or clause 5.4 applies in relation to the Scheme Shareholder, 75%;

(c) the Scheme Shareholder has made a Mixed Consideration Option 2 Election, 50%; or

(d) the Scheme Shareholder has made a Mixed Consideration Option 3 Election, 25%;

C = Aggregate Cash Consideration less the aggregate of the Cash Consideration payable to Ineligible Foreign Shareholders; and

D = Aggregate Elected Cash Consideration; *plus*

(d) such percentage of Scrip Consideration for each Scheme Share they hold equal to:

(i) 100%; *less*

(ii) the percentage calculated in accordance with clause 5.6(c).

5.7 Scrip Scaleback Mechanism

If:

(a) a Scheme Shareholder has made a valid Election on or before the Election Date or clause 5.4 applies in relation to a Scheme Shareholder; and

(b) the Aggregate Elected Scrip Consideration exceeds the Aggregate Scrip Consideration;

then, the Scheme Shareholder is entitled to receive the following as Scheme Consideration:

(c) such percentage of Scrip Consideration for each of their Scheme Shares as is calculated in accordance with the following formula:

$$A = B \times \frac{C}{D}$$

where:

A = the percentage of Scrip Consideration that will be received by the Scheme Shareholder for each of their Scheme Shares;

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B = if:

(a) the Scheme Shareholder has made an All Scrip Consideration Election, 100%;

(b) the Scheme Shareholder has made a Mixed Consideration Option 1 Election, or clause 5.4 applies in relation to the Scheme Shareholder, 25%;

(c) the Scheme Shareholder has made a Mixed Consideration Option 2 Election, 50%; or

(d) the Scheme Shareholder has made a Mixed Consideration Option 3 Election, 75%;

C = Aggregate Scrip Consideration; and

D = Aggregate Elected Scrip Consideration; *plus*

(d) such percentage of Cash Consideration for each Scheme Share they hold equal to:

(i) 100%; *less*

(ii) the percentage calculated in accordance with clause 5.7(c).

5.8 Fractional entitlements

Where the calculation of the Scheme Consideration to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to:

(a) a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent; and/or

(b) a fraction of a Bidder Share, the fractional entitlement will be rounded down to the nearest whole number of Bidder Shares.

5.9 Bidder Shares

(a) Bidder undertakes in favour of Target (in its own right and on behalf of each Target Shareholder) that on and from their issue, the Bidder Shares issued as Scrip Consideration will:

(i) rank equally in all respects with all other Bidder Shares in the same class; and

(ii) be fully paid, duly and validly issued in accordance with all applicable laws and free from any Encumbrance.

(b) Subject to the Scheme becoming Effective, Bidder must use all reasonable endeavours to ensure that the Bidder Shares to be issued as Scrip Consideration are, from the Business Day following the Effective Date (or such later date as ASX requires), quoted for trading on ASX initially on a deferred settlement basis and thereafter on an ordinary settlement basis as required by the Listing Rules.

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5.10 Provision of Aggregate Cash Consideration

(a) Unless otherwise agreed between Bidder and Target, Target must notify Bidder of the details of the Trust Account no later than 5 Business Days before the Implementation Date.

(b) The obligation of Bidder to provide the Aggregate Cash Consideration under the Scheme and the Deed Poll will be satisfied by Bidder, no later than the Business Day before the Implementation Date, depositing (or procuring the deposit), in Immediately Available Funds, the Aggregate Cash Consideration into the Trust Account (except that the amount of any interest on the amount deposited, less bank fees and other charges, will be credited to Bidder's account), such amount to be held by Target on trust for the purpose of paying the Cash Consideration to Scheme Shareholders who are entitled to receive it pursuant to clause 5.10(c).

(c) On the Implementation Date, and subject to receipt of the Aggregate Cash Consideration from Bidder in accordance with clause 5.10(b), Target must pay (or procure payment) from the Trust Account to each Scheme Shareholder, an amount equal to the applicable amount of Cash Consideration that the Scheme Shareholder is entitled to under clause 5.2 to clause 5.8 for each Scheme Share held by that Scheme Shareholder.

(d) Target's obligation under clause 5.10(c) will be satisfied by Target:

(i) where a Scheme Shareholder has, before the Scheme Record Date, made an election in accordance with the requirements of the Target Share Registry to receive dividend payments from Target by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election; or

(ii) whether or not a Scheme Shareholder has made an election referred to in clause 5.10(d)(i), dispatching, or procuring the dispatch of, a cheque in Australian currency for the relevant amount to the Scheme Shareholder by prepaid post to their Registered Address, such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with clause 5.13).

(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 5.10(d)(i) 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 5.11(a),

Target as the trustee for the Scheme Shareholders may credit the amount payable to the relevant Scheme Shareholder to a separate bank account of Target (**Separate Account**) to be held until the Scheme Shareholder claims the amount or the amount is dealt with in accordance with the Unclaimed Money Act. For the avoidance of 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 in accordance with the Unclaimed Money Act.

(f) Until such time as an amount referred to in clause 5.10(e) is dealt with in accordance with the Unclaimed Money Act, Target 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 Bidder.

(g) An amount credited to the Separate Account or Trust Account (as applicable) in accordance with clause 5.10(e) is to be treated as having been paid to the Scheme Shareholder when credited to the Separate Account or Trust Account (as applicable). Target must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.

(h) To the extent that there is a surplus in the amount held by Target as the trustee for the Scheme Shareholders in the Trust Account after the process in clauses 5.10(e) to 5.10(g) has completed, that surplus may be paid by Target as the trustee for the Scheme Shareholders to Bidder following the satisfaction of Target's obligations as the trustee for the Scheme Shareholders under this clause 5.10.

5.11 Cancellation and re-issue of cheques

(a) Target may cancel a cheque issued under this clause 5 if the cheque:

(i) is returned to Target; 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 one year commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Target or the Target Share Registry (which request may not be made until the date which is 5 Business Days after the Implementation Date), a cheque that was previously cancelled under clause 5.11(a) must be reissued.

5.12 Provision of Aggregate Scrip Consideration

(a) Bidder must, before no later than 12:00 noon (or such later time as Bidder and Target may agree in writing) on the Implementation Date, procure that the name of each Scheme Shareholder entitled to be issued Bidder Shares under this Scheme is entered in Bidder's register of shareholders (as maintained by Bidder or its agent) as the holder of those Bidder Shares with the same holding name and address and other details as the holding of the relevant Target Shares.

(b) On the Implementation Date, Bidder must send or procure the sending of a share certificate or holding statement (or equivalent document) to the Registered Address of each Scheme Shareholder to whom Bidder Shares are issued under this Scheme, reflecting the issue of such Bidder Shares.

5.13 Joint holders

In the case of Scheme Shares held in joint names:

(a) any Bidder Shares to be issued as Scheme Consideration are to be registered in the names of the joint holders;

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(b) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the Target Share Register as at the Scheme Record Date; and

(c) any other document required to be sent under this Scheme will be forwarded to the holder whose name appears first in the Target Share Register as at the Scheme Record Date.

5.14 Unclaimed monies

(a) The Unclaimed Money Act will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 3 of the Unclaimed Money Act).

(b) Any interest or other benefit accruing from unclaimed Scheme Consideration will be to the benefit of Bidder.

5.15 Orders of a court or Government Agency or law restricting payment

If written notice is given to Target (or the Target Share Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency, or Target is aware of any law, that:

(a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by Target or Bidder in accordance with this clause 5, then Target or Bidder (as applicable) will be entitled to pay or issue that consideration (or procure that it is paid or issued, in accordance with that order, direction or law); or

(b) prevents Target from providing consideration to a particular Scheme Shareholder in accordance with this clause 5.15(b), Target or Bidder will be entitled to (as applicable):

(i) retain an amount, in Australian dollars, equal to the amount of the consideration that Scheme Shareholder would be entitled to in the form of Cash Consideration; and/or

(ii) not to issue (or direct Bidder not to issue), or to issue to a trustee or nominee, such number of Bidder Shares, equal to the amount of the consideration that Scheme Shareholder would be entitled to in the form of Scrip Consideration,

until such time as payment in accordance with this clause 5 is permitted by that order, direction or law.

5.16 Foreign resident capital gains withholding

(a) If Bidder determines that it must pay an amount to the Commissioner of Taxation (**Commissioner**) under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (**TAA**) with respect to the acquisition of the Scheme Shares from a Scheme Shareholder, Bidder will, for any such Scheme Shareholder:

(i) determine the amount to be paid to the Commissioner (**Payment Amount**);

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(ii) remit the Payment Amount to the Commissioner within the time required under the TAA; and

(iii) pay an amount equal to the Scheme Consideration less the Payment Amount to the Scheme Shareholder.

(b) Bidder will, for the purposes of the Scheme Implementation Deed, the Scheme and the Deed Poll, be deemed to have satisfied its obligations to pay the Scheme Consideration to a Scheme Shareholder if the amount paid to the Scheme Shareholder is the amount of the Scheme Consideration that would have otherwise been payable to the Scheme Shareholder pursuant to the Scheme, less the Payment Amount for that Scheme Shareholder.

6. DEALINGS IN TARGET SHARES

6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Target Shares or other alterations to the Target 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 Target Share Register as the holder of the relevant Target Shares at or before the Scheme Record Date; and

(b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received at or before the Scheme Record Date at the place where the Target Share Register is kept,

and Target must not accept for registration, nor recognise for any purpose (except a transfer to Bidder pursuant to this Scheme and any subsequent transfer by Bidder or its successors in title), any transfer or transmission application or other request received after the Scheme Record Date, or received at or before the Scheme Record Date but not in registrable or actionable form.

6.2 Target Share Register

(a) Target must register registrable transfer or transmission applications of Target Shares received in accordance with clause 6.1(b) at or before the Scheme Record Date, or as soon as reasonably practicable after receipt with effect as at the Scheme Record Date, provided that nothing in this clause 6.2(a) requires Target to register a transfer that would result in a Target Shareholder holding a parcel of Target Shares that is less than a 'marketable parcel' (as defined in the operating rules of ASX).

(b) If this Scheme becomes Effective, a Scheme Shareholder (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them after the Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and Target will be entitled to disregard any such disposal, purported disposal or agreement.

(c) For the purpose of determining entitlements to the Scheme Consideration, Target must maintain the Target Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been provided to the Scheme Shareholders in accordance with the Scheme. The

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Target Share Register in this form will solely determine entitlements to the Scheme Consideration.

(d) All statements of holding for Target Shares, other than statements of holding in favour of Bidder or its successors in title, will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Target Share Register, other than entries in respect of Bidder or its successors in title, will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Target Shares relating to that entry.

(e) As soon as possible after the Scheme Record Date, and in any event within one Business Day after the Scheme Record Date, Target will ensure that details of the names, Registered Addresses and holdings of Target Shares for each Scheme Shareholder as shown in the Target Share Register as at the Scheme Record Date are available to Bidder in the form Bidder reasonably requires.

7. QUOTATION OF TARGET SHARES

(a) Target will apply to ASX to suspend trading in Target Shares with effect from the close of trading on the Effective Date.

(b) Target will apply:

(i) for termination of the official quotation of Target Shares on the ASX; and

(ii) to have itself removed from the official list of ASX,

in each case with effect on and from the close of trading on the trading day immediately following, or shortly after, the Implementation Date.

(c) Target must use its best endeavours to ensure that such termination of official quotation and removal from the official list of ASX does not occur before the Implementation Date.

8. GENERAL SCHEME PROVISIONS

8.1 Consent to amendments to this Scheme

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

(a) Target may by its counsel, consent on behalf of all persons concerned, to those alterations or conditions to which Bidder has consented; and

(b) each Scheme Shareholder agrees to any such alterations or conditions which counsel for Target has consented to.

8.2 Scheme Shareholders' agreements and warranties

(a) Each Scheme Shareholder:

(i) agrees to the transfer of their Scheme Shares to Bidder together with all rights and entitlements attaching to those shares in accordance with the Scheme;

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(ii) agrees to the variation, cancellation or modification of the rights attached to their Scheme Shares constituted by or resulting from the Scheme;

(iii) who holds their Target Shares in a CHESS Holding agrees to the conversion of those Target Shares to an Issuer Sponsored Holding and irrevocably authorises Target to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion

(iv) agrees:

(A) that after the transfer of the Scheme Shares to Bidder, any share certificate relating to the Scheme Shares will not constitute evidence of title to those Scheme Shares; and

(B) at the direction of Bidder, to destroy any share certificates relating to the Scheme Shares; and

(v) acknowledges that the Scheme binds Target and all Scheme Shareholders (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting).

(b) Each Target Shareholder who is issued Bidder Shares under this Scheme agrees to:

(i) become a shareholder of Bidder; and

(ii) be bound by the terms of the constitution of Bidder.

(c) Each Scheme Shareholder is taken to have warranted to Target and Bidder on the Implementation Date, and appointed and authorised Target as its attorney and agent to warrant to Bidder on the Implementation Date, that:

(i) all their Scheme Shares (including any rights and entitlements attaching to their Scheme Shares) which are transferred under this Scheme will, at the time of the transfer of them to Bidder, be fully paid and free from all:

(A) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and

(B) restrictions on transfer of any kind; and

(ii) they have full power and capacity to transfer their Scheme Shares to Bidder together with any rights attaching to those Scheme Shares; and

(iii) except as otherwise provided for or contemplated in the Scheme Implementation Deed, they have no existing right to be issued any Target Shares, or any other Target securities.

(d) Target undertakes that it will provide the warranties in clause 8.2(c) to Bidder as agent and attorney for each Scheme Shareholder.

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8.3 Title to and rights in Scheme Shares

(a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme will, at the time of transfer of them to Bidder, vest in Bidder free from all:

(i) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and

(ii) restrictions on transfer of any kind.

(b) Upon the provision of the Scheme Consideration to each Scheme Shareholder in accordance with clause 5.10 and clause 5.12, Bidder will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Target of Bidder in the Target Share Register as the holder of the Scheme Shares.

8.4 Appointment of sole proxy

Upon the provision of the Scheme Consideration to each Scheme Shareholder in accordance with clause 5.10 and clause 5.12 and until Target registers Bidder as the holder of all Scheme Shares in the Target Share Register, each Scheme Shareholder:

(a) is deemed to have irrevocably appointed Bidder as attorney and agent (and directed Bidder in each such capacity) to appoint any director, officer, secretary or agent nominated by Bidder as:

(i) its sole proxy; and

(ii) where applicable or appropriate, corporate representative,

to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution whether in person, by proxy or by corporate representative;

(b) must not attend or vote at any shareholders' meetings or sign any shareholders' resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(a));

(c) must take all other actions in the capacity of a registered holder of Scheme Shares as Bidder reasonably directs; and

(d) acknowledges and agrees that in exercising the powers conferred by clause 8.4(a), Bidder and any director, officer, secretary or agent nominated by Bidder under clause 8.4(a) may act in the best interests of Bidder as the intended registered holder of the Scheme Shares.

8.5 Authority given to Target

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

(i) enforcing the Deed Poll against Bidder; and

(ii) executing any document, or doing or taking any other act, necessary, desirable or expedient to give full effect to this Scheme and the transactions contemplated by it, including executing and delivering the Scheme Transfer,

and Target accepts such appointment.

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

8.6 Enforcement of Deed Poll

Target undertakes in favour of each Scheme Shareholder to enforce the Deed Poll against Bidder on behalf of and as agent and attorney for the Scheme Shareholder.

8.7 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Government Agency), all instructions, notifications or elections by a Scheme Shareholder to Target which are binding or deemed binding between the Scheme Shareholder and Target relating to Target or Target Shares, including instructions, notifications or elections relating to:

(a) whether dividends are to be paid by cheque or into a specific bank account;

(b) payments of dividends on Target Shares; and

(c) notices or other communications from Target (including by email),

will be deemed from the Implementation Date (except to the extent determined otherwise by Bidder in its sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to Bidder and to be a binding instruction, notification or election to, and accepted by, Bidder in respect of the new Bidder Shares issued to that Scheme Shareholder until that instruction, notification or election is revoked or amended in writing addressed to Bidder at its registry.

8.8 Binding effect of this Scheme

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

9. GENERAL

9.1 Stamp duty

(a) Bidder will:

(i) pay all stamp duty (if any) and any related fines and penalties payable on or in respect of the transfer by the Scheme Shareholders of the Scheme Shares to Bidder pursuant to the Scheme or its actions under the Deed Poll; and

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(ii) indemnify each Scheme Shareholder against any liability incurred by the Scheme Shareholder arising from failure to comply with clause 9.1(a)(i).

(b) Bidder is authorised to apply for and retain the proceeds of any refund due in respect of any stamp duty paid under this clause.

9.2 Consent

Each Scheme Shareholder consents to Target and Bidder doing all things necessary or incidental to give full effect to the implementation of the Scheme and the transactions contemplated by it.

9.3 Notices

(a) If a notice, transfer, transmission application, direction or other communication referred to in the Scheme is sent by post to Target, 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 Target's registered office or at the office of the Target Share Registry.

(b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a Target Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

9.4 Further action

Target must do all things and execute all documents (on its own behalf and/or on behalf of each Scheme Shareholder) necessary to give full effect to the Scheme and the transactions contemplated by it.

9.5 No liability when acting in good faith

Neither Target nor Bidder, 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 the Scheme or the Deed Poll in good faith.

9.6 Governing law and jurisdiction

(a) The Scheme is governed by the laws in force in Victoria.

(b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts competent to determine appeals from those courts in respect of any proceedings arising out of or in connection with the Scheme.

(c) The parties irrevocably waive any objection to the venue of any legal process in the courts referred to in clause 9.6(b) on the basis that the process has been brought in an inconvenient forum.

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SCHEDULE 6

Deed Poll

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Lander & Rogers
Lawyers

Deed Poll

UNITI GROUP LIMITED

In favour of each person registered as a holder of fully paid ordinary shares in Target as at the Scheme Record Date

Melbourne

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Deed Poll

Date: 2020

PARTIES

By **Uniti Group Limited** ACN 158 957 889 of Level 1, 44 Currie Street, Adelaide SA 5000 (**Bidder**)

In favour of **each person registered as a holder of fully paid ordinary shares in OptiComm Ltd** ACN 117 414 776 of Level 1, 22 Salmon Street, Port Melbourne VIC 3207 (**Target**) as at the Scheme Record Date (**Scheme Shareholders**)

BACKGROUND

A. Bidder and Target have entered into the Scheme Implementation Deed, under which Bidder is to pay the Scheme Consideration and acquire all Scheme Shares held by Scheme Shareholders under the Scheme, and also under which Bidder has agreed to enter into this deed poll.

B. Bidder is entering into this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to procure and undertake the actions attributed to Bidder under the Scheme.

1. DEFINED TERMS AND INTERPRETATION

1.1 Defined terms

In this deed poll:

Scheme means the proposed scheme of arrangement under Part 5.1 of the Corporations Act between the Target and its shareholders, in substantially the same form as set out in Schedule 5 to the Scheme Implementation Deed or in such other form as Target and Bidder agree in writing.

1.2 Terms defined in the Scheme

Unless the context otherwise requires, terms defined in the Scheme have the same meaning when used in this deed poll.

1.3 Interpretation

Clause 1.2 of the Scheme applies to the interpretation of this deed poll, except that references to 'Scheme' are to be read as references to 'deed poll'.

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1.4 Nature of deed poll

Bidder acknowledges and agrees that:

(a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and

(b) under the Scheme, each Scheme Shareholder irrevocably appoints Target and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this deed poll against Bidder.

2. CONDITIONS

2.1 Conditions

The obligations of Bidder under this deed poll are subject to the Scheme becoming Effective.

2.2 Termination

The obligations of Bidder under this deed poll will automatically terminate and the terms of this deed poll will be of no further force or effect if:

(a) the Scheme Implementation Deed is terminated in accordance with its terms; or

(b) the Scheme does not become Effective by the End Date,

unless the Bidder and Target agree otherwise in writing.

2.3 Consequences of termination

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

(a) Bidder is released from its obligations to further perform this deed poll; and

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

3. SCHEME OBLIGATIONS

Subject to clause 2, Bidder undertakes in favour of each Scheme Shareholder to:

(a) provide or procure the provision of the Scheme Consideration for all Scheme Shares in accordance with the terms of the Scheme; and

(b) undertake all other actions attributed to it under the Scheme,

in each case as if named as a party to the Scheme and in each case subject to and in accordance with the terms of the Scheme.

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4. WARRANTIES

Bidder represents and warrants that:

(a) it is a corporation validly existing under the laws of its place of incorporation;

(b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;

(c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance by it of this deed poll;

(d) this deed poll is valid and binding on it and is enforceable against it in accordance with its terms; and

(e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

5. CONTINUING OBLIGATIONS

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

(a) Bidder has fully performed its respective obligations under this deed poll; or

(b) the earlier termination of this deed poll under clause 2.2.

6. GENERAL

6.1 Stamp duty

Bidder must:

(a) pay or procure the payment of all stamp duty (if any) and any related fines and penalties payable on or in respect of the transfer by the Scheme Shareholders of the Scheme Shares to Bidder pursuant to the Scheme or this deed poll; and

(b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 6.1(a).

6.2 Notices

(a) Any notice or other communication to Bidder in connection with this deed poll must be:

(i) in legible writing in English;

(ii) signed by the person making the communication or that person's duly authorised agent; and

(iii) given by hand delivery, pre-paid post or email in accordance with the details set out below:

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Bidder

Attention: Michael Simmons

Address: Level 1, 44 Currie Street,

Adelaide, South Australia 5000

Email: michael.simmons@unitigrouplimited.com

with copies to:

Attention: Ashe-lee Jegathesan

Address: Level 1, 44 Currie Street

Adelaide, South Australia 5000

Email: Ashe-lee.jegathesan@unitigrouplimited.com

and a copy (for information purposes only) to jsolakovski@landers.com.au.

(b) Subject to clause 6.2(c), any notice or other communication given in accordance with clause 6.2(a) will be deemed to have been duly given as follows:

(i) if delivered by hand, on delivery;

(ii) if sent by pre-paid post, on the third Business Day after the date of posting; and

(iii) if sent by email:

(A) when the email (including the attachment) comes to the attention of the recipient party or a person acting on its behalf; or

(B) when the sender receives an automated message from the intended recipient's information system confirming delivery of the email,

whichever happens first.

(c) Any notice or other communication that, pursuant to clause 6.2(b), would be deemed to be given:

(i) other than on a Business Day or after 5:00pm on a Business Day is regarded as given at 9:00am on the following Business Day; or

(ii) before 9:00am on a Business Day is regarded as given at 9:00am on that Business Day,

where references to time are to time in the place the Bidder is located.

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6.3 Cumulative rights

The rights, powers and remedies of Bidder and each Scheme Shareholder under this deed poll are cumulative with and do not exclude the rights, powers or remedies provided by law independently of this deed poll.

6.4 Waiver and variation

(a) A party waives a right under this deed poll only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

(b) Failure to exercise or enforce, a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed poll by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed poll.

(c) A provision of this deed poll may not be varied unless:

(i) if before the First Court Date (as defined in the Scheme Implementation Deed), the variation is agreed to by Target in writing; or

(ii) if on or after the First Court Date (as defined in the Scheme Implementation Deed), the variation is agreed to by Target in writing and the Court indicates that the variation would not of itself preclude approval by the Court of the Scheme,

in which event Bidder must enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.

6.5 Governing law and jurisdiction

(a) This deed poll is governed by the laws in force in Victoria.

(b) Bidder irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts competent to determine appeals from those courts in respect of any proceedings arising out of or in connection with this deed poll.

(c) Bidder irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

6.6 Assignment

(a) The rights created by this deed poll are personal to Bidder and each Scheme Shareholder and must not be assigned, transferred or otherwise dealt with, at law or in equity, without the prior written consent of Bidder.

(b) Any purported dealing in contravention of clause 6.6(a) is invalid.

6.7 Further action

Bidder will, at its own expense:

(a) do all things reasonably required of it; and

(b) execute all documents reasonably necessary,

to give full effect to this deed poll, the Scheme and the transactions contemplated by them.

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EXECUTION

EXECUTED AND DELIVERED AS A DEED POLL

EXECUTED by **UNITI GROUP LIMITED**)
ACN 158 957 889 by being signed by:)

Signature of director	Signature of director/secretary
Name of director (please print)	Name of director/secretary (please print)

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