

## **Merger Implementation Deed**

**Vicwest Community Telco Ltd**  
ACN 140 604 039

**Bendigo Telco Ltd**  
ACN 089 782 203



## Table of Contents

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<b>1.</b>	<b>DEFINITIONS AND INTERPRETATION .....</b>	<b>3</b>
1.1	Definitions .....	3
1.2	Interpretation .....	8
1.3	Business Day .....	9
<b>2.</b>	<b>AGREEMENT TO PROPOSE THE SCHEME.....</b>	<b>9</b>
<b>3.</b>	<b>CONDITIONS PRECEDENT AND PRE-IMPLEMENTATION STEPS.....</b>	<b>9</b>
3.1	Conditions Precedent.....	9
3.2	Reasonable endeavours .....	10
3.3	Waiver of conditions precedent .....	10
3.4	Termination on failure of condition precedent.....	11
3.5	Certain notices .....	12
<b>4.</b>	<b>TRANSACTION STEPS .....</b>	<b>12</b>
4.1	Scheme .....	12
4.2	Scheme Consideration.....	12
4.3	New Bendigo Telco Shares .....	12
<b>5.</b>	<b>IMPLEMENTATION .....</b>	<b>12</b>
5.1	Vicwest's obligations in relation to the Scheme .....	12
5.2	Bendigo Telco's obligations in relation to the Scheme .....	15
5.3	Content of Scheme Booklet .....	17
5.4	Vicwest Independent Directors recommendation .....	17
5.5	Conduct of court proceedings .....	18
<b>6.</b>	<b>CONDUCT OF BUSINESS PRIOR TO IMPLEMENTATION.....</b>	<b>18</b>
6.1	Conduct of business by Vicwest and Bendigo Telco .....	18
6.2	Specific restrictions .....	18
6.3	Exchange of information .....	19
6.4	Change of control consents .....	19
6.5	Reconstitution of the board of Vicwest and each of its Subsidiaries .....	20
<b>7.</b>	<b>REPRESENTATIONS AND WARRANTIES .....</b>	<b>20</b>
7.1	Bendigo Telco representations .....	20
7.2	Bendigo Telco's indemnity .....	20
7.3	Vicwest representations.....	21
7.4	Vicwest's indemnity.....	21
7.5	Survival of representations .....	21
7.6	Survival of indemnities .....	21
7.7	Timing of warranties.....	21
<b>8.</b>	<b>RELEASES .....</b>	<b>22</b>

8.1	Vicwest directors and Officers .....	22
8.2	Bendigo Telco directors and Officers.....	22
<b>9.</b>	<b>TERMINATION.....</b>	<b>22</b>
9.1	Termination .....	22
9.2	Effect of termination .....	23
9.3	Remedies .....	23
9.4	Terminable in writing .....	23
<b>10.</b>	<b>DUTY, COSTS AND EXPENSES .....</b>	<b>23</b>
10.1	Stamp duty .....	23
10.2	Costs and expenses .....	23
<b>11.</b>	<b>GST .....</b>	<b>23</b>
11.1	Interpretation .....	23
11.2	GST gross up .....	24
11.3	Reimbursements .....	24
11.4	Tax invoice .....	24
<b>12.</b>	<b>GENERAL .....</b>	<b>24</b>
12.1	Notices .....	24
12.2	Governing law and jurisdiction .....	25
12.3	Prohibition and enforceability .....	26
12.4	Waivers .....	26
12.5	Variation .....	26
12.6	Cumulative rights .....	26
12.7	Assignment .....	26
12.8	Further assurances .....	26
12.9	Third party rights .....	26
12.10	Counterparts .....	26
12.11	Entire agreement .....	27
12.12	Attorneys .....	27
12.13	Approvals and consents.....	27
12.14	Non-merger .....	27
	<b>SCHEDULE 1 .....</b>	<b>28</b>
	<b>SCHEDULE 2 .....</b>	<b>30</b>
	<b>SIGNING PAGE .....</b>	<b>32</b>
	<b>ANNEXURE 1.....</b>	<b>33</b>
	<b>ANNEXURE 2.....</b>	<b>34</b>
	<b>ANNEXURE 3.....</b>	<b>35</b>
	<b>ANNEXURE 4.....</b>	<b>36</b>
	<b>ANNEXURE 5.....</b>	<b>38</b>

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## Merger Implementation Deed

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This deed is made on 26 MAY 2016 between the following parties:

**Vicwest Community Telco Ltd ACN 140 604 039** of 6 Rutland Street, Newtown, Victoria 3220 (**Vicwest**); and

**Bendigo Telco Ltd ACN 089 782 203** of 23 McLaren Street, Bendigo, Victoria 3550 (**Bendigo Telco**).

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- Background**
- (A) Vicwest and Bendigo Telco wish to undertake a merger under which Bendigo Telco will acquire all of the shares in Vicwest by means of a scheme of arrangement under Part 5.1 of the Corporations Act (referred to in this deed as the 'Scheme').
  - (B) Bendigo Telco and Vicwest agree to implement the Scheme on the terms of this deed.

This deed witnesses as follows:

### **1. Definitions and interpretation**

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#### **1.1 Definitions**

**Adviser** means any adviser retained by an entity in relation to the Scheme from time to time;

**Ancillary Transactions** means each of the Transactions other than the Scheme;

**ASIC** means the Australian Securities and Investments Commission;

**Associate** has the meaning given to that term in section 12 of the Corporations Act;

**Bendigo Bank** means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 and its Related Bodies Corporate;

**Bendigo Telco Indemnified Parties** means Bendigo Telco, each of its Related Bodies Corporate and their directors, Officers and employees;

**Bendigo Telco Information** means the information about Bendigo Telco and its Subsidiaries which Bendigo Telco provides to Vicwest in writing for inclusion in the Scheme Booklet;

**Bendigo Telco Material Adverse Change** means one or more changes, events, occurrences, conditions, circumstances or matters which (in any such case, individually or when aggregated with all such changes, events, occurrences, conditions, circumstances or matters) has resulted in, will or is reasonably likely to result in a negative impact of at least 10% on the income or profits of the business undertaken by Bendigo Telco and its Subsidiaries;

**Bendigo Telco Notice of Meeting** has the meaning given to that term in clause 5.2(a);

**Bendigo Telco Prescribed Occurrence** means any of the items listed in Annexure 4 occurring in respect of Bendigo Telco or any of its Subsidiaries between the date of this deed and 8.00am on the Second Court Date;

**Bendigo Telco Representations and Warranties** means the representations and warranties of Bendigo Telco as set out in Schedule 2;

**Bendigo Telco Resolutions** means the resolutions set out in Annexure 5, or such resolutions (and in such form) as the parties may agree (acting reasonably) prior to 8.00am on the Second Court Date;

**Bendigo Telco Share** means a fully paid ordinary share of Bendigo Telco;

**Business Day** means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday;

**Business Sale Agreement** is defined in the Transaction Framework Agreement;

**Claim** means any claim, demand, legal proceeding or cause of action including in contract, in tort or under statute;

**Combined Information** means the information about Bendigo Telco and its Subsidiaries assuming implementation of the Scheme (and also assuming implementation of the Ancillary Transactions) which Bendigo Telco provides to Vicwest in writing for inclusion in the Scheme Booklet;

**Competing Transaction** means a transaction or arrangement to which Vicwest (or a Related Body Corporate) is a party pursuant to which a Third Party will, if the transaction or arrangement is entered into or completed:

- (a) acquire (whether directly or indirectly) or become the holder of, or otherwise acquire, have a right to acquire or have an economic interest in all or a material part of the business of Vicwest;
- (b) acquire a Relevant Interest in, become the holder of, or otherwise acquire, have a right to acquire or have an economic interest in 10% or more of the Vicwest Shares;
- (c) acquire control (as determined in accordance with section 50AA of the Corporations Act) of Vicwest;
- (d) otherwise acquire or merge with Vicwest;
- (e) enter into any agreement, arrangement or understanding requiring Vicwest to abandon, or otherwise fail to proceed with, the Scheme,

whether by way of takeover bid, scheme of arrangement, shareholder approved acquisition, capital reduction or buy back, sale or purchase of shares or assets, joint venture, dual-listed company structure (or other synthetic merger), or other transaction or arrangement;

**Condition Precedent** means each of the conditions set out in clause 3.1;

**Contractual Arrangements** is defined in the Transaction Framework Agreement.

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

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

**Court** means the Supreme Court of Victoria or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Vicwest and Bendigo Telco;

**CTA** has the meaning given to that term in the Transaction Framework Agreement;

**CTA Material Adverse Change** means the notice given by CTA under clause 6.4(c) of the Business Sale Agreement stating that the Final Gross Margin (as defined in the Business Sale Agreement) is less than \$2,070,000.

**Deed Poll** means the deed poll to be entered into by Bendigo Telco in favour of the Scheme Shareholders in the form set out in Annexure 2 or such other form as agreed in writing between the parties;

**Effective** means the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) in relation to the Scheme, but in any event at no time before an office copy of the order of the Court is lodged with ASIC;

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

**End Date** means 30 September 2016, or any later date agreed in writing between the parties;

**Excluded Shareholders** means Bendigo Telco or any of its Associates (excluding, if applicable, Bendigo Bank and its Related Bodies Corporate);

**First Court Date** means the first day on which an application made to the Court for an order under section 411(1) of the Corporations Act convening the Scheme Meeting is heard;

**Government Agency** means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world;

**Implementation Date** means the fifth Business Day after the Scheme Record Date or such other day as the parties agree;

**Independent Directors** means the directors of Vicwest other than Pat Murnane and Janelle Wehsack;

**Independent Expert** means the independent expert appointed by Vicwest to express an opinion on whether the Scheme is fair and reasonable and in the best interests of the Scheme Shareholders;

**Independent Expert's Report** means the report to be issued by the Independent Expert for inclusion in the Scheme Booklet;

**Investigating Accountant** means the investigating accountant appointed by Vicwest and Bendigo Telco to provide a report in customary form for inclusion in the Scheme Booklet;

**Investigating Accountant's Report** means the report addressed to Vicwest and Bendigo Telco that is prepared by the Investigating Accountant in relation to the financial information regarding Bendigo Telco after implementation of the Scheme that is prepared by Bendigo Telco from information provided by Bendigo Telco and Vicwest for inclusion in the Scheme Booklet;

**Listing Rules** means the official listing rules of NSX;

**New Bendigo Telco Shares** means Bendigo Telco Shares to be issued under the Scheme as Scheme Consideration.

**NSX** means the National Stock Exchange of Australia;

**Officer** has the meaning given to that term in section 9 of the Corporations Act;

**Permitted Bendigo Telco Dividend** means a final dividend for the year ending 30 June 2016 with a record date before the Implementation Date, which is:

- (a) consistent with Bendigo Telco's dividend policy in the last two financial years; and
- (b) in any case, does not exceed 75% of the anticipated net profit after tax of Bendigo Telco and its Subsidiaries for the financial year ending 30 June 2016, as determined by Bendigo Telco acting reasonably;

**Regulator's Draft** means the draft of the Scheme Booklet which is provided to ASIC for approval pursuant to section 411(2) of the Corporations Act;

**Related Body Corporate** has the meaning given to that term in section 50 of the Corporations Act;

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

**Representative** means, in relation to an entity, each of the:

- (a) entity's Related Bodies Corporate; and
- (b) Officers and Advisers of the entity or any of its Related Bodies Corporate;

**RG 60** means ASIC's Regulatory Guide 60 (Schemes of arrangement) issued by ASIC in September 2011 (as amended from time to time);

**Scheme** means the scheme of arrangement under Part 5.1 of the Corporations Act between Vicwest and the Scheme Shareholders in respect of all Scheme Shares, in the form set out in Annexure 1 or such other form as agreed in writing between the parties, 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 information booklet described in clause 5.1(a) to be approved by the Court and despatched to the Vicwest Shareholders (other than the Excluded Shareholders) and which must include the Scheme, an explanatory statement in respect of the Scheme complying with the requirements of the Corporations Act and the Corporations Regulations, the Independent Expert's Report, notices of meeting and proxy form;

**Scheme Consideration** means the consideration to be provided by Bendigo Telco to each Scheme Shareholder for the transfer to Bendigo Telco of each Scheme Share, as described in the Scheme, being one Bendigo Telco Share for every 2.074 Scheme Shares held by each Scheme Shareholder at the Scheme Record Date, subject to clause 4.3;

**Scheme Meeting** means the meeting of Vicwest Shareholders (other than the Excluded 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 7pm on the fifth Business Day after the Effective Date;

**Scheme Share** means a Vicwest Share held by a Scheme Shareholder as at the Scheme Record Date;

**Scheme Shareholders** means Vicwest Shareholders (other than the Excluded Shareholders) as at the Scheme Record Date;

**Second Court Date** means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard;

**Share Register** means the register of members of Vicwest maintained in accordance with the Corporations Act;

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

**Superior Proposal** means a bona fide Competing Transaction which the Independent Directors, acting in good faith, and after taking advice from their Advisers, determine:

- (a) is reasonably capable of being valued and completed in a timely basis taking into account all aspects of the Competing Transaction, including without limitation, having regard to legal, regulatory and financial matters and including any conditions precedent; and
- (b) is more favourable to the Scheme Shareholders (as a whole) than the Scheme taking into account all terms and conditions of the Competing Transaction;

**Third Party** means a person other than Bendigo Telco and its Associates;

**Timetable** means the indicative timetable for the implementation of the Scheme set out in Annexure 3;

**Transactions** is defined in the Transaction Framework Agreement.

**Transaction Framework Agreement** means the agreement dated on or about the date of this deed and entered into between Vicwest, Bendigo Telco and Bendigo Bank;

**Vicwest Constitution Resolution** means a special resolution of Vicwest Shareholders to approve an amendment or waiver of the Vicwest constitution to permit Bendigo Telco to acquire a relevant interest in more than 10% of the securities on issue in Vicwest in connection with the Scheme and for all other purposes;

**Vicwest Indemnified Parties** means Vicwest, each of its Subsidiaries and their directors, Officers and employees;

**Vicwest Material Adverse Change** means one or more changes, events, occurrences, conditions, circumstances or matters which (in any such case, individually or when aggregated with all such changes, events, occurrences, conditions, circumstances or matters) has resulted in, will or is reasonably likely to result in a negative impact of at least 10% on the income of the business undertaken by Vicwest and its Subsidiaries;

**Vicwest Prescribed Occurrence** means any of the items listed in Annexure 4 occurring in respect of Vicwest or any of its Subsidiaries between the date of this deed and 8.00am on the Second Court Date;



**Vicwest Register** means the member register maintained by Vicwest or its agents from time to time;

**Vicwest Representations and Warranties** means the representations and warranties of Vicwest as set out in Schedule 1;

**Vicwest Shares** means all of the ordinary shares on issue in Vicwest as at the Scheme Record Date, which comprise all of the issued share capital in Vicwest; and

**Vicwest Shareholders** means the registered shareholders of the Vicwest Shares.

## 1.2 Interpretation

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

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) the words “includes” or “including” means include or including without limitation;
- (f) a reference to any legislation includes any change to, consolidation or replacement of it, whether passed by the same or another Government Agency with legal power to do so, and any delegated legislation or proclamation issued under it;
- (g) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (h) a reference to a party to a document includes that party’s successors and permitted assigns;
- (i) no provision of this deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or that provision;
- (j) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (k) a reference to an agreement other than this deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (l) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (m) a reference to a body, other than a party to this deed (including an institute, association or authority), whether statutory or not:
  - (i) which ceases to exist; or

- (ii) whose powers or functions are transferred to another body,
- is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### 1.3 Business Day

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

## 2. Agreement to propose the Scheme

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- (a) Vicwest agrees to propose the Scheme on and subject to the terms of this deed.
- (b) Bendigo Telco agrees to assist Vicwest to propose the Scheme on and subject to the terms of this deed.

## 3. Conditions precedent and pre-implementation steps

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### 3.1 Conditions Precedent

Subject to this clause 3, the Scheme will not become Effective, and the obligations of the parties in relation to the implementation of the Scheme are not binding, until each of the following conditions precedent are satisfied or waived to the extent and in the manner set out in clauses 3.2 and 3.3:

- (a) **Approval of Bendigo Telco Resolutions:** before 8.00am on the Second Court Date, the Bendigo Telco Resolutions are approved by the requisite majorities under the Corporations Act, the Listing Rules and the constitution of Bendigo Telco;
- (b) **Quotation of Bendigo Telco Shares:** before 8.00am on the Second Court Date, NSX provides approval for the official quotation of the New Bendigo Telco Shares, subject to customary conditions, including implementation of the Scheme;
- (c) **Independent Expert:** on or before the date that the Scheme Booklet is registered by ASIC under the Corporations Act, the Independent Expert's Report concludes that the Scheme is fair and reasonable and therefore in the best interests of Scheme Shareholders, including having regard to the Ancillary Transactions, and the Independent Expert does not change its conclusions or withdraw its report prior to 8.00am on the Second Court Date;
- (d) **ASIC and NSX:** before 8.00am on the Second Court Date, ASIC and NSX have issued or provided such consents, confirmations or approvals or have done such other acts which the parties agree are reasonably necessary or desirable to implement the Scheme;
- (e) **Restraints:** no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or Government Agency or other material legal restraint or prohibition preventing the Scheme is in effect at 8.00am on the Second Court Date;
- (f) **No Vicwest Prescribed Occurrence or Vicwest Material Adverse Change:** between the date of this deed and 8.00am on the Second Court Date, no Vicwest Prescribed Occurrence or Vicwest Material Adverse Change occurs;

- (g) **Vicwest Representations and Warranties:** the Vicwest Representations and Warranties are true and correct in all material respects at each of the times referred to in clause 7.7;
- (h) **No Bendigo Telco Prescribed Occurrence or Bendigo Telco Material Adverse Change:** between the date of this deed and 8.00am on the Second Court Date, no Bendigo Telco Prescribed Occurrence or Bendigo Telco Material Adverse Change occurs;
- (i) **Bendigo Telco Representations and Warranties:** the Bendigo Telco Representations and Warranties are true and correct in all material respects at each of the times referred to in clause 7.7;
- (j) **No CTA Material Adverse Change:** between the date of this deed and 8.00am on the Second Court Date, no CTA Material Adverse Change occurs;
- (k) **No change of Independent Director's recommendation:** between the date of this deed and the date of the Scheme Meeting, none of the Independent Directors changes, qualifies or withdraws their recommendation to Scheme Shareholders to vote in favour of the Scheme (other than as permitted by clause 5.4);
- (l) **Vicwest Constitution Resolution:** before 8.00am on the Second Court Date, the Vicwest Constitution Resolution is approved by the requisite majority under the Corporations Act and the constitution of Vicwest;
- (m) **Scheme Shareholder approval:** Scheme Shareholders agree to the Scheme at the Scheme Meeting by the requisite majorities under the Corporations Act;
- (n) **Contractual Arrangements:** before 8.00am on the Second Court Date, each of the Contractual Arrangements have been executed by the parties named as parties to those arrangements;
- (o) **Fulfilment of conditions precedent in Transaction Framework Agreement:** before 8.00am on the Second Court Date, all conditions precedent in clauses 2.1 and 2.2(e) of the Transaction Framework Agreement have been fulfilled or waived in accordance with the Transaction Framework Agreement; and
- (p) **Court approval:** the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act either unconditionally or on conditions that do not impose unduly onerous obligations upon either party (acting reasonably).

### 3.2 Reasonable endeavours

Each party undertakes to use its reasonable endeavours to procure that:

- (a) the conditions precedent in clause 3.1 are satisfied; and
- (b) there is no occurrence within the control of Vicwest or Bendigo Telco (as the context requires) that would prevent the conditions precedent in clause 3.1 being satisfied.

### 3.3 Waiver of conditions precedent

- (a) The conditions precedent in clauses 3.1(a), 3.1(b), 3.1(d), 3.1(e), 3.1(l), 3.1(m), 3.1(n), 3.1(o) and 3.1(p) are for the benefit of each party and any

breach or non fulfilment of each of those conditions may only be waived (if capable of waiver) with the written consent of both parties.

- (b) The conditions precedent in clauses 3.1(c), 3.1(h) and 3.1(i) are for the sole benefit of Vicwest, and any breach of non-fulfilment of any of those conditions precedent may only be waived by Vicwest in writing.
- (c) The conditions precedent in clauses 3.1(f), 3.1(g), 3.1(j) and 3.1(k) are for the sole benefit of Bendigo Telco, and any breach of non-fulfilment of any of those conditions precedent may only be waived by Bendigo Telco in writing.
- (d) A party entitled to waive a Condition Precedent pursuant to this clause 3.3 may do so in its absolute discretion. Any waiver of a Condition Precedent by a party for whose benefit the condition applies must take place on or prior to 8.00am on the Second Court Date.

#### **3.4 Termination on failure of condition precedent**

- (a) If any event occurs which would prevent any of the Conditions Precedent in clause 3.1 being satisfied, or there is an occurrence that will prevent any of the conditions precedent being satisfied by the time and date specified in this deed for its satisfaction or if it becomes probable that the Scheme will not become Effective by the End Date, the parties must consult in good faith to:
  - (i) consider and, if agreed, determine whether the Scheme may proceed by way of alternative means or methods;
  - (ii) consider and, if agreed, change the date of the application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme or adjourn that application (as applicable) to another date agreed to in writing by Vicwest and Bendigo Telco (being a date no later than 5 Business Days before the End Date); or
  - (iii) consider and if agreed extend the relevant date or End Date.
- (b) Subject to clause 3.4(d), if the parties are unable to reach agreement under clause 3.4(a) within 5 Business Days of becoming aware of the relevant occurrence (or, if earlier, by 8.00am on the Second Court Date), then either party may terminate this deed by notice in writing to the other party without any liability to the other party because of that termination, unless the relevant occurrence or the failure of the Condition Precedent to be satisfied, or the failure of the Scheme to become Effective, arises out of a breach of clauses 3.2 or 3.5 by the terminating party of this deed (for the avoidance of doubt, in such circumstances, the party which is not the terminating party of this deed may still terminate this deed).
- (c) Subject to any rights or obligations arising under or pursuant to clauses that are expressed to survive termination, on termination of this deed, no party shall have any rights against or obligations to any other party under this deed except for those rights and obligations which accrued prior to termination.
- (d) If the Condition Precedent in clause 3.1(m) is not satisfied only because of a failure to obtain the majority required by section 411(4)(a)(ii)(A) of the Corporations Act, then either party may by written notice within 3 Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that section, provided the party has in good faith formed the view that the prospect of the Court exercising its discretion in that way is reasonable.

### **3.5 Certain notices**

- (a) If Vicwest or Bendigo Telco become aware that any Condition Precedent has been satisfied, it must promptly notify the other in writing of this fact.
- (b) If, before the time specified for satisfaction of a Condition Precedent, an event that will prevent that Condition Precedent being satisfied occurs, the party with knowledge of that event must immediately give the other party written notice of that event.

## **4. Transaction steps**

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### **4.1 Scheme**

Vicwest must propose a scheme of arrangement under which all of the Scheme Shares will be transferred to Bendigo Telco and the Scheme Shareholders will be entitled to receive the Scheme Consideration.

### **4.2 Scheme Consideration**

- (a) In consideration of the transfer to Bendigo Telco of each Vicwest Share held by a Scheme Shareholder under the terms of the Scheme, on the Implementation Date, Bendigo Telco will:
  - (i) accept that transfer; and
  - (ii) provide or procure the provision of the Scheme Consideration in accordance with the Scheme.
- (b) Any fractional entitlement of a Scheme Shareholder to a part of a Bendigo Telco Share will be rounded in accordance with the terms of the Scheme.

### **4.3 New Bendigo Telco Shares**

Bendigo Telco covenants in favour of Vicwest (in its own right and on behalf of each Scheme Shareholder) that:

- (a) the New Bendigo Telco Shares will, on their issue, rank equally in all respects with all other Bendigo Telco Shares;
- (b) the New Bendigo Telco Shares will have the right to participate in Bendigo Telco dividends with a record date on or after the Implementation Date;
- (c) it will use its best endeavours to ensure that the Bendigo Telco Shares issued as Scheme Consideration will be listed for quotation on the official list of the NSX with effect from the Business Day after the Effective Date (or such later date as NSX may require); and
- (d) on issue, each Bendigo Telco Share will be fully paid and free from any encumbrance.

## **5. Implementation**

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### **5.1 Vicwest's obligations in relation to the Scheme**

Vicwest must take all necessary steps reasonably within its power to implement the Scheme as soon as is reasonably practicable and without limiting the foregoing use reasonable endeavours to ensure that each step in the Timetable is met by the date

set out beside that step (and consult with Bendigo Telco on a regular basis about its progress in that regard), including doing each of the following:

- (a) **preparation of Scheme Booklet:** subject to clause 5.1(q), prepare and despatch the Scheme Booklet in accordance with all applicable laws and in particular in accordance with the Corporations Act, the Corporations Regulations, RG 60 and the Listing Rules;
- (b) **Vicwest Constitution Resolution:** include in the Scheme Booklet or in a separate notice of meeting all information required in accordance with all applicable laws and in particular, the Corporations Act, applicable ASIC policy and the constitution of Vicwest, to convene a shareholder meeting to consider and approve the Vicwest Constitution Resolution;
- (c) **Investigating Accountant:** provide any assistance and information reasonably requested by the Investigating Accountant to enable it to prepare the Investigating Accountant's Report;
- (d) **Combined Information:** provide any assistance or information reasonably requested by Bendigo Telco in connection with the preparation of the Combined Information to enable Bendigo Telco to prepare the Combined Information;
- (e) **Independent Directors' recommendation:** unless there has been a change of recommendation permitted by clause 5.4, include in the Scheme Booklet a statement that each:
  - (i) of the Independent Directors unanimously recommends that Scheme Shareholders vote in favour of the Scheme in the absence of a Superior Proposal and subject to the Independent Expert concluding that the Scheme is fair and reasonable and therefore in the best interests of the Scheme Shareholders, including having regard to the Ancillary Transactions; and
  - (ii) Independent Director intends (in the absence of a Superior Proposal and subject to the Independent Expert concluding that the Scheme is fair and reasonable and therefore in the best interests of the Scheme Shareholders, including having regard to the Ancillary Transactions) to vote, or procure the voting of any Scheme Shares held by or on their behalf at the time of the Scheme Meeting in favour of the Scheme;
- (f) **section 411(17)(b) statement:** apply to ASIC for the production of:
  - (i) an indication of intent letter stating that it does not intend to appear before the Court on the First Court Date; and
  - (ii) a statement under section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (g) **Court direction:** apply to the Court for orders pursuant to section 411(1) of the Corporations Act directing Vicwest to convene the Scheme Meeting;
- (h) **engage suitable counsel:** engage suitably experienced counsel to represent Vicwest in all Court proceedings relating to the Scheme;
- (i) **registration of Scheme Booklet:** request ASIC to register the explanatory statements included in the Scheme Booklet in relation to each of the Share Schemes in accordance with section 412(6) of the Corporations Act;

- (j) **Scheme Meeting:** convene and hold the Scheme Meeting to agree to the Scheme in accordance with the orders made by the Court pursuant to section 411(1) of the Corporations Act;
- (k) **Court documents:** consult with Bendigo Telco in relation to the content of the documents required for the purpose of each of the Court hearings held for the purpose of sections 411(1) and 411(4)(b) of the Corporations Act in relation to the Scheme (including originating process, affidavits, submissions and draft minutes of Court orders) and consider in good faith, for the purpose of amending drafts of those documents, comments from Bendigo Telco and its Representatives on those documents;
- (l) **Court approval:** (subject to all conditions precedent in clause 3.1, other than the condition in clause 3.1(m) being satisfied or waived in accordance with this deed) apply to the Court for orders approving the Scheme as agreed to by the Scheme Shareholders at the Scheme Meeting;
- (m) **certificate:** at the hearing on the Second Court Date provide to the Court a certificate confirming whether or not the conditions precedent in clause 3.1, other than the condition in clause 3.1(p), have been satisfied in accordance with this deed. A draft of that certificate must be provided by each party to the other by 4.00pm on the Business Day prior to the Second Court Date;
- (n) **lodge copy of Court order:** lodge with ASIC an office copy of the Court order in accordance with section 411(10) of the Corporations Act approving the Scheme on the day such office copy is received;
- (o) **Scheme Consideration:** close the Share Register as at the Scheme Record Date and determine entitlements to the Scheme Consideration in accordance with the Scheme and the Deed Poll;
- (p) **registration:** subject to Bendigo Telco having issued the Scheme Consideration in accordance with the Scheme and Deed Poll, register all transfers of Vicwest Shares held by Scheme Shareholders to Bendigo Telco on the Implementation Date;
- (q) **consultation with Bendigo Telco:** consult with Bendigo Telco as to the content and presentation of the Scheme Booklet including:
  - (i) providing to Bendigo Telco drafts of the Scheme Booklet for the purpose of enabling Bendigo Telco to review and comment on those draft documents;
  - (i) taking all comments made by Bendigo Telco into account in good faith when producing a revised draft of the Scheme Booklet;
  - (ii) providing to Bendigo Telco a revised draft of the Scheme Booklet within a reasonable time before the Regulator's Draft is finalised; and
  - (iii) obtaining written approval from Bendigo Telco for the form and content in which the Bendigo Telco Information and the Combined Information appears in the Scheme Booklet;
- (r) **information:** provide all necessary information, or procure that the Vicwest Register provides all necessary information, in each case in a form reasonably requested by Bendigo Telco, about the Scheme and Scheme Shareholders to Bendigo Telco and its Representatives which Bendigo Telco reasonably requires in order to:

- (i) canvass agreement to the Scheme by the Scheme Shareholders;
  - (ii) prepare and despatch the Bendigo Telco Notice of Meeting; and
  - (iii) facilitate the provision by, or on behalf of, Bendigo Telco of the Scheme Consideration;
- (s) **Bendigo Telco Information:** without the prior written consent of Bendigo Telco, not use Bendigo Telco Information or the Combined Information for any purposes other than those expressly contemplated by this deed or the Scheme;
  - (t) **ASIC review:** keep Bendigo Telco informed of any matters raised by ASIC in relation to the Scheme Booklet, and use reasonable endeavours to take into consideration any issues raised by Bendigo Telco in resolving such matters;
  - (u) **Independent Expert:** promptly appoint the Independent Expert and provide all assistance and information reasonably requested by the Independent Expert to enable it to prepare its report for the Scheme Booklet as soon as practicable; and
  - (v) **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.

## 5.2 Bendigo Telco's obligations in relation to the Scheme

Bendigo Telco must take all necessary steps reasonably within its power to assist Vicwest to implement the Scheme as soon as is reasonably practicable and without limiting the foregoing use reasonable endeavours to ensure that each step in the Timetable is met by the date set out beside that step (and consult with Vicwest on a regular basis about its progress in that regard), including doing each of the following:

- (a) **Bendigo Shareholder Meeting:** prepare and despatch a notice of meeting in accordance with all applicable laws and in particular, the Corporations Act, applicable ASIC policy, the NSX Listing Rules and the constitution of Bendigo Telco, to convene a shareholder meeting to consider and approve the Bendigo Telco Resolutions (**Bendigo Telco Notice of Meeting**);
- (b) **Quotation of Bendigo Telco Shares:** do everything reasonably necessary to ensure that the Bendigo Telco Shares to be issued to Scheme Shareholders pursuant to the Scheme have been approved for official quotation by NSX (any such approval may be subject to customary conditions and to the Scheme becoming effective) and trading in such Bendigo Telco Shares commences with effect from the Business Day after the Effective Date (or such later date as NSX may require);
- (c) **Bendigo Telco Information:** prepare and promptly provide to Vicwest the Bendigo Telco Information and the Combined Information for inclusion in the Scheme Booklet as required by all applicable Australian laws, and in particular by the Corporations Act, the Corporations Regulations, RG 60 and the Listing Rules;
- (d) **Investigating Accountant:** provide any assistance and information reasonably requested by the Investigating Accountant to enable it to prepare the Investigating Accountant's Report;
- (e) **update Bendigo Telco Information and the Combined Information:** promptly provide to Vicwest any information that arises after the Scheme



Booklet has been despatched and until the date of the Scheme Meeting that may be necessary to ensure that the Scheme Booklet, in relation to the Bendigo Telco Information and the Combined Information in it, does not contain any material misstatement that is false or misleading in a material respect including because of any material omission from that statement;

- (f) **review of Scheme Booklet:** review the drafts of the Scheme Booklet prepared by Vicwest and provide comments promptly on those drafts in good faith and as soon as reasonably practicable;
- (g) **Independent Expert's Report:** provide any assistance or information reasonably requested by Vicwest or the Independent Expert in connection with the preparation of the Independent Expert's Report to be sent together with the Scheme Booklet;
- (h) **representation:** procure that it is represented by counsel at the Court hearings convened for the purposes of sections 411(1) and 411(4)(b) of the Corporations Act, at which through its counsel, Bendigo Telco will undertake (if requested by the Court) to do all such things and take all such steps within its power as are necessary in order to ensure the fulfilment of its obligations under this deed and the Scheme;
- (i) **Deed Poll:** by no later than the Business Day prior to the First Court Date, enter into the Deed Poll and deliver to Vicwest a copy of the Deed Poll that has been duly executed by Bendigo Telco;
- (j) **accuracy of Bendigo Telco Information and Combined Information:** before a draft of the Scheme Booklet is lodged with ASIC, and again before the Scheme Booklet is despatched to Scheme Shareholders, confirm to Vicwest the accuracy and completeness of the Bendigo Telco Information and Combined Information in the Scheme Booklet, including that it does not contain any material misstatement that is false or misleading in a material respect including because of any material omission from that statement;
- (w) **consultation with Vicwest:** consult with Vicwest as to the content and presentation of the Bendigo Telco Notice of Meeting including:
  - (i) providing to Vicwest drafts of the Bendigo Telco Notice of Meeting for the purpose of enabling Vicwest to review and comment on those draft documents;
  - (ii) taking all comments made by Vicwest into account in good faith when producing a revised draft of the Bendigo Telco Notice of Meeting; and
  - (iii) providing to Vicwest a revised draft of the Bendigo Telco Notice of Meeting within a reasonable time before the draft provided to ASIC is finalised;
- (k) **ASIC review:** keep Vicwest informed of any matters raised by ASIC in relation to the Bendigo Telco Notice of Meeting, and use reasonable endeavours to take into consideration any issues raised by Vicwest in resolving such matters;
- (l) **share transfer:** if the Scheme becomes Effective, accept a transfer of the Vicwest Shares as contemplated by clause 4.2(a)(i);
- (m) **Scheme Consideration:** if the Scheme becomes Effective, procure the provision of the Scheme Consideration in the manner and amount contemplated by clause 4 and the terms of the Scheme; and

- (n) **compliance with laws:** do everything reasonably within its power to ensure that the Scheme is effected in accordance with all laws and regulations applicable in relation to the Scheme.

### 5.3 Content of Scheme Booklet

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

### 5.4 Vicwest Independent Directors recommendation

- (a) Subject to clause 5.4(b), Vicwest must use its reasonable endeavours to procure that the Independent Directors unanimously recommend that, subject to the Independent Expert concluding that the Scheme is fair and reasonable and therefore in the best interests of the Scheme Shareholders, including having regard to the Ancillary Transactions, Scheme Shareholders vote in favour of:
  - (i) the Scheme in the absence of a Superior Proposal; and
  - (ii) all of the resolutions in the Scheme Booklet,and the Scheme Booklet must include a statement by the Independent Directors to that effect, provided that, Vicwest shall not be required to do anything in the foregoing if the Independent Expert does not conclude in the Independent Expert's Report (either initially or in any updated report) that the Scheme is fair and reasonable and therefore in the best interests of the Scheme Shareholders, including having regard to the Ancillary Transactions.

- (b) Vicwest must use its reasonable endeavours to procure that the Independent Directors collectively, and each Independent Director individually, must not change, withdraw or modify, its, his or her recommendation in favour of the Scheme, or recommend a Competing Transaction, unless either:
  - (i) the Independent Expert does not conclude in the Independent Expert's Report (either initially or in any updated report) that the Scheme is fair and reasonable and therefore in the best interests of the Scheme Shareholders, including having regard to the Ancillary Transactions; or
  - (ii) a Superior Proposal is publicly recommended by a majority of the Independent Directors.

## **5.5 Conduct of court proceedings**

- (a) Vicwest and Bendigo Telco are entitled to separate representation at all proceedings of the Court affecting the Scheme.
- (b) This deed does not give Vicwest or Bendigo Telco any right or power to give undertakings to the Court for or on behalf of the other party without that party's prior written consent.
- (c) Vicwest and Bendigo Telco must give all undertakings to the Court in all Court proceedings which are reasonably required to obtain Court approval and confirmation of the Scheme as contemplated by this deed.

## **6. Conduct of business prior to implementation**

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### **6.1 Conduct of business by Vicwest and Bendigo Telco**

From the date of this deed until the earlier of the Implementation Date, the End Date and the date when this deed is terminated:

- (a) Vicwest must, and must cause its Subsidiaries to, conduct their respective businesses only in, and not take any action except in, the ordinary course and consistent with past practice or as contemplated by this deed or otherwise agreed in writing by Bendigo Telco (such agreement not be unreasonably withheld or delayed), including using 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; and
- (b) Bendigo Telco must, and must cause its Subsidiaries to, conduct their respective businesses only in, and not take any action except in, the ordinary course and consistent with past practice or as contemplated by this deed or otherwise agreed by Vicwest (such agreement not be unreasonably withheld or delayed).

### **6.2 Specific restrictions**

Without limiting clause 6.1(a), Vicwest must not, and must procure that its Subsidiaries do not, from the date of this agreement up to and including the Implementation Date:

- (c) incur any additional financial indebtedness (except for draw-downs on existing banking facilities) or guarantee or indemnify the obligations of any

person, other than in the usual and ordinary course of business and consistent with past practice or in connection with the Scheme;

- (d) (except as required by law or as provided in an existing contract in place as at the date of this deed) make any material change to the terms of employment of (including increasing the remuneration or compensation of), or grant or pay any bonus, retention, severance or termination payment to, any director, executive or a senior manager (as the case may be);
- (e) (except as pursuant to contractual arrangements in effect on the date of this deed) enter into any enterprise bargaining agreement or similar collective employment agreement;
- (f) in respect of any single transaction or series of related or similar transactions, acquire or dispose of any interest in a business, asset, real property, entity or undertaking;
- (g) incur or enter into commitments involving capital expenditure of more than \$25,000 whether in one transaction or a series of related transactions;
- (h) enter into, vary or terminate any contract, joint venture, partnership or commitment for a duration of over two years involving total expenditure greater than \$25,000 per annum, individually or when aggregated with all such contracts, joint ventures, partnerships or commitments;
- (i) enter into, vary or terminate any contract or commitment involving total expenditure greater than \$25,000, individually or when aggregated with all such related contracts or commitments;
- (j) waiving any third party default which has a financial impact upon it, or accepting as a compromise anything less than the full compensation due to it (as the case may be); or
- (k) give or agree to give any financial benefit to one of its related parties,

without the prior written consent of Bendigo Telco.

### **6.3 Exchange of information**

From the date of this deed until the earlier of the Implementation Date, the End Date and the date when this deed is terminated, Vicwest and Bendigo Telco must collaborate to maintain Vicwest's current customer business and retention, and provide financial and business performance information to each other on a monthly basis (or such other basis agreed) in the form reasonably requested by the other party.

### **6.4 Change of control consents**

Without limiting the generality of clauses 6.1 and 6.3, from the date of this deed until the earlier of the Implementation Date, the End Date and the date when this deed is terminated, Vicwest and Bendigo Telco must use reasonable endeavours to obtain change of control consents from the respective counterparties under the following agreements:

- (a) Channel Partner Agreement dated 23 June 2011 between NEC Australia Pty Ltd and Vicwest;
- (b) Distribution Partner Agreement between Communify Pty Ltd and Vicwest;

- (c) Services Agreement dated 21 March 2014 between Momentum Energy Pty Ltd and Vicwest;
- (d) Reseller Account Application and Internet Access Agreement dated 10 September 2014 between Dicker Data Limited and Vicwest; and
- (e) Lease Agreement dated 3 January 2013 in respect of Unit 2, 39 Peel Street North, Ballarat, between Millam Nominees Pty Ltd and Vicwest.

## **6.5 Reconstitution of the board of Vicwest and each of its Subsidiaries**

On the Implementation Date, but subject to receipt by Vicwest of signed consents to act, Vicwest must:

- (a) take all actions necessary to appoint the persons nominated by Bendigo Telco as new directors of Vicwest and of each of its Subsidiaries; and
- (b) procure that all directors of Vicwest and each of its Subsidiaries (other than the new directors appointed pursuant to paragraph (a) above):
  - (i) resign from their respective roles on the board of Vicwest and of each of its Subsidiaries; and
  - (ii) are each provided with a release by Vicwest or each of its Subsidiaries (as relevant) from any Claims relating to their respective roles as directors of Vicwest or its Subsidiaries (as the case may be), in a form satisfactory to such outgoing directors (acting reasonably),

in each case in accordance with the respective constitutions of Vicwest or its Subsidiaries (as relevant) and the Corporations Act.

In addition, any directors of Vicwest or any of its Subsidiaries who are to continue as directors of Vicwest or any of its Subsidiaries from the Implementation Date, will also be provided with a release from any Claims relating to their respective roles as directors of Vicwest or its Subsidiaries (as the case may be), in a form satisfactory to such directors (acting reasonably) for the period up to and including the Implementation Date.

## **7. Representations and warranties**

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### **7.1 Bendigo Telco representations**

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

### **7.2 Bendigo Telco's indemnity**

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

### **7.3 Vicwest representations**

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

### **7.4 Vicwest's indemnity**

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

### **7.5 Survival of representations**

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

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

### **7.6 Survival of indemnities**

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

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

### **7.7 Timing of warranties**

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

- (a) at the date of this deed;
- (b) again at the date the Scheme Booklet is despatched to the Scheme Shareholders;
- (c) again at 8.00am on the date of the Scheme Meeting; and
- (d) again at 8.00am on the Second Court Date,

or where expressed to be given at a particular time, at that time.

## **8. Releases**

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### **8.1 Vicwest directors and Officers**

- (a) Bendigo Telco releases its respective rights, and agrees with Vicwest that it will not make a claim, against any Vicwest Indemnified Party (other than Vicwest) as at the date of this deed in connection with:
  - (i) any breach of any representations, covenants and warranties of Vicwest and any of its Related Bodies Corporate in this deed; or
  - (ii) any disclosures containing any statement which is false or misleading whether in content or by omission other than any content included in the Scheme Booklet in accordance with clause 5.3(c),except where the Vicwest Indemnified Party has not acted in good faith, has acted without taking reasonable care or has engaged in wilful misconduct.
- (b) This clause is subject to any Corporations Act restriction and will be read down accordingly. Vicwest receives and holds the benefit of this clause to the extent it relates to each Vicwest Indemnified Party as trustee for each of them.

### **8.2 Bendigo Telco directors and Officers**

- (a) Vicwest releases its respective rights, and agrees with Bendigo Telco that it will not make a claim, against any Bendigo Telco Indemnified Party (other than Bendigo Telco) as at the date of this deed in connection with:
  - (i) any breach of any representations, covenants and warranties of Bendigo Telco and any of its Related Bodies Corporate in this deed; or
  - (ii) any disclosures containing any statement which is false or misleading whether in content or by omission,except where the Bendigo Telco Indemnified Party has not acted in good faith, has acted without taking reasonable care or has engaged in wilful misconduct.
- (b) This clause is subject to any Corporations Act restriction and will be read down accordingly. Bendigo Telco receives and holds the benefit of this clause to the extent it relates to each Bendigo Telco Indemnified Party as trustee for each of them.

## **9. Termination**

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### **9.1 Termination**

Without prejudice to any other rights of termination under this deed, either party may terminate this deed by written notice to the other party:

- (a) at any time before 8.00am on the Second Court Date if the other party has materially breached this deed, the party wishing to terminate has given written notice to the other party in a timely manner setting out the relevant circumstances and stating an intention to terminate this deed, and the relevant circumstances continue to exist 10 Business Days (or any shorter

period ending at 5.00pm on the day before the Second Court Date) after the date on which the notice is given;

- (b) at any time before 8.00am on the Second Court Date if a Court or Government Agency has taken any action permanently restraining or otherwise prohibiting the Scheme, or has refused to do any thing necessary to permit the Scheme, and the action or refusal has become final and cannot be appealed; or
- (c) in the circumstances set out in, and in accordance with, clause 3.4.

## **9.2 Effect of termination**

If this deed is terminated by either party under clauses 3.4 or 9.1 except to the extent that the termination results from a breach by either party of its obligations under this deed, this deed will become void and have no effect, without any liability or obligation on the part of any party, other than in relation to rights and obligations that accrued prior to termination and other than in relation to the provisions of this clause 9 and of clauses 1, 7.5, 7.6, 7.7, 10, 11, 12.1, 12.2 and 12.14, which will remain in force after termination.

## **9.3 Remedies**

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

## **9.4 Terminable in writing**

This deed is terminable if agreed to in writing by both Vicwest and Bendigo Telco.

# **10. Duty, costs and expenses**

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## **10.1 Stamp duty**

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

## **10.2 Costs and expenses**

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

# **11. GST**

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## **11.1 Interpretation**

In this clause 11, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.



## 11.2 GST gross up

If a party makes a supply under or in connection with this deed in respect of which GST is payable, the consideration (including any non-monetary consideration) for the supply but for the application of this clause 11.2 (**GST Exclusive Consideration**) is increased by an amount equal to the GST Exclusive Consideration multiplied by the rate of GST prevailing at the time the supply is made.

## 11.3 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 11.2.

## 11.4 Tax invoice

A party need not make a payment for a taxable supply made under or in connection with this deed until it receives a tax invoice for the supply to which the payment relates.

# 12. General

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## 12.1 Notices

(a) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed:

(i) must be in legible writing and in English addressed and marked "urgent" as shown below:

(A) if to Vicwest:

Address: 6 Rutland Street  
Newtown, Victoria 3220

Attention: Rod Payne  
Fax: 03 5225 5222  
Email: [rpayne@harwoodandrews.com.au](mailto:rpayne@harwoodandrews.com.au)

### copy to

Address: Clarendon Lawyers  
Level 19, 333 Collins Street  
Melbourne, Victoria 3000

Attention: Tony Symons / Robert Feiner  
Fax: 03 8681 4499  
Email: [tony.symons@clarendonlawyers.com.au](mailto:tony.symons@clarendonlawyers.com.au) /  
[robert.feiner@clarendonlawyers.com.au](mailto:robert.feiner@clarendonlawyers.com.au);

(B) if to Bendigo Telco:

Address: 23 McLaren Street  
Bendigo, Victoria 3550

Attention: Ken Belfrage  
Fax: 03 5454 5001  
Email: [ken.belfrage@bendigotelco.com.au](mailto:ken.belfrage@bendigotelco.com.au)

**copy to**

Address: Kelly Hazell Quill  
Level 15, 440 Collins Street  
Melbourne, Victoria 3000

Attention: Andrew Walker  
Fax: 03 9009 5494  
Email: [awalker@khq.com.au](mailto:awalker@khq.com.au);

or as specified to the sender by any party by notice;

- (ii) where the sender is a company, must be signed by an officer or under the common seal of the sender;
  - (iii) is regarded as being given by the sender and received by the addressee:
    - (A) if by delivery in person, when delivered to the addressee;
    - (B) if by post within Australia, 6 Business Days from and including the date of postage;
    - (C) if by post to an address outside Australia or from outside Australia to an address inside Australia, 10 Business Days from and including the date of postage;
    - (D) if faxed, and if legibly received, when transmitted to the addressee; or
    - (E) if sent by email, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the addressee's email address,but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and
  - (iv) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) A fax is regarded as legible unless the addressee telephones the sender within two hours after the transmission is received or regarded as received under clause 12.1(a)(iii) and informs the sender that it is not legible.
  - (c) In this clause 12.1, reference to an addressee includes a reference to an addressee's officers, agents or employees.

**12.2 Governing law and jurisdiction**

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

- (c) Each party irrevocably agrees that a judgment in any proceedings brought in the courts of Victoria, Australia will be conclusive and binding on each party and may be enforced in any courts of any other jurisdiction.

### **12.3 Prohibition and enforceability**

- (a) Any provision of, or the application of any provision of, this deed that is prohibited in any jurisdiction is, in that jurisdiction, ineffective only in that jurisdiction and only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this deed which is void, illegal, unenforceable or prohibited in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- (c) The application of this clause 12.3 is not limited by any other provision of this deed in relation to severability, prohibition or enforceability.

### **12.4 Waivers**

- (a) A waiver or election in relation to a provision of, or any right, power, authority, discretion or remedy arising on a breach of or default under this deed must be in writing and signed by the party granting the waiver.
- (b) A party is not entitled to rely on the conduct of another party or on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this deed or default under this deed as constituting a waiver of that right, power, authority, discretion or remedy.

### **12.5 Variation**

A variation of any term of this deed must be in writing and signed by all of the parties.

### **12.6 Cumulative rights**

The powers and rights of a party under this deed do not exclude any other power or right.

### **12.7 Assignment**

No party may assign or otherwise purport to transfer its rights or obligations under this deed to any other person without the prior written consent of the other parties, unless specifically provided for under this deed.

### **12.8 Further assurances**

Each party must do all things necessary (including executing documents) to give full effect to this deed and the transactions contemplated by this deed.

### **12.9 Third party rights**

No person other than the parties has or is intended to have any right, power or remedy or derives or is intended to derive any benefit under this deed.

### **12.10 Counterparts**

If this deed consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document. Delivery of an executed counterpart of a signature page of this deed by facsimile or by PDF file (portable

document format file) shall be effective as delivery of a manually executed counterpart of this deed.

**12.11 Entire agreement**

This deed and the Transaction Framework Agreement embody the entire agreement between the parties with respect to the subject matter of this deed and supersedes any prior negotiation, arrangement, understanding or agreement with respect to the subject matter of any term of this deed.

**12.12 Attorneys**

Each of the attorneys executing this deed states that, as at the date of this deed, the attorney has not received any notice of the revocation of the power of attorney appointing the attorney.

**12.13 Approvals and consents**

Except where this deed expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this deed.

**12.14 Non-merger**

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

## **Vicwest Representations and Warranties**

Vicwest makes the following representations and warranties to Bendigo Telco (in its own right and separately as trustee or nominee for each of the other Bendigo Telco Indemnified Parties):

### **1. Scheme Booklet Information**

---

The information contained in the Scheme Booklet (other than the Bendigo Telco Information, the Combined Information, the Independent Expert's Report and the Investigating Accountant's Report) will:

- (a) be prepared and included in the Scheme Booklet in good faith; and
- (b) comply in all material respects with the requirements of the Corporations Act, Corporations Regulations, Listing Rules and relevant ASIC regulatory guides.

### **2. Information provided to Independent Expert**

---

All information provided by Vicwest to the Independent Expert will be provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing its report for inclusion in the Scheme Booklet.

### **3. Scheme Booklet**

---

No information (other than the Bendigo Telco Information, the Combined Information, the Independent Expert's Report or the Investigating Accountant's Report) contained in the Scheme Booklet, as at the date of the Scheme Booklet, will contain any statement which is materially misleading or deceptive, including by way of omission from that statement.

### **4. New information**

---

Vicwest will, as a continuing obligation, ensure that the Scheme Booklet (but in respect of Bendigo Telco Information and the Combined Information, subject to Bendigo Telco complying with its obligations to update the Bendigo Telco Information and the Combined Information) will be updated by all further or new information which may arise after the date of the Scheme Booklet until the Second Court Date which is necessary to ensure that the Scheme Booklet is not misleading or deceptive in any material respect (including because of any material omission).

### **5. Validly existing**

---

Vicwest is a validly existing corporation registered under the laws of its place of incorporation.

### **6. Authority**

---

The execution and delivery of this deed has been properly authorised by all necessary corporate action of Vicwest.

## **7. Power**

---

Vicwest has full corporate power and lawful authority to execute and perform its obligations under this deed.

## **8. Capital structure**

---

As at the date of this deed, there are 3,111,008 fully paid ordinary shares on issue in Vicwest.

## **9. Options**

---

Vicwest has not issued or agreed to issue any other securities, options, performance rights or instruments which are still outstanding and which may convert into Vicwest Shares.

## **10. No default**

---

This deed does not conflict with or result in the breach of or default under any provision of Vicwest's constitution or any writ, order or injunction, judgment, law, rule or regulation to which it is party or subject or by which it is bound.

## **11. Information**

---

- (a) All information Vicwest has provided to Bendigo Telco prior to the date of this deed is, to the best of Vicwest's knowledge, accurate in all material respects and not misleading in any material respect.
- (b) Vicwest has not knowingly or recklessly omitted to disclose information to Bendigo Telco prior to the date of this deed, the disclosure of which might reasonably be expected to have resulted in Bendigo Telco not entering into this deed or not agreeing to complete the transactions contemplated by this deed, or entering into this deed on materially different terms.

## **Bendigo Telco Representations and Warranties**

Bendigo Telco makes the following representations and warranties to Vicwest (in its own right and separately as trustee or nominee for each of the other Vicwest Indemnified Parties):

### **1. Bendigo Telco Information and Combined Information**

---

The Bendigo Telco information and Combined Information (except to the extent that the Combined Information is based on information about Vicwest, for which Vicwest takes responsibility) contained in the Scheme Booklet will:

- (a) be prepared and included in the Scheme Booklet in good faith; and
- (b) comply in all material respects with the requirements of the Corporations Act, Corporations Regulations, Listing Rules and relevant ASIC regulatory guides.

### **2. No default**

---

This deed does not conflict with or result in the breach of or default under any provision of Bendigo Telco's constitution or any writ, order or injunction, judgment, law, rule or regulation to which it is party or subject or by which it is bound.

### **3. Information provided to Independent Expert**

---

All information provided by Bendigo Telco to the Independent Expert will be provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing its report for inclusion in the Scheme Booklet.

### **4. Scheme Booklet**

---

The Bendigo Telco Information and the Combined Information (except to the extent that the Combined Information is based on information about Vicwest, for which Vicwest takes responsibility) contained in the Scheme Booklet in the form and context in which that information appears, as at the date of the Scheme Booklet, will not contain any statement which is materially misleading or deceptive, including by way of omission from that Bendigo Telco Information or Combined Information.

### **5. New information**

---

Bendigo Telco will, as a continuing obligation, provide to Vicwest all further or new information which may arise after the date of the Scheme Booklet until the Second Court Date which is necessary to ensure that the Bendigo Telco Information and the Combined Information in the form and context in which that information appears is not misleading or deceptive in any material respect (including because of any material omission).

### **6. Continuous disclosure**

---

Bendigo Telco has, at the date of this deed, complied in all material respects with its continuous disclosure obligations under the Listing Rules and the Corporations Act, other than in connection with this Transaction or otherwise as disclosed to Vicwest in writing on or before the date of this deed, and it is not relying on any exceptions or

carve-outs in the Listing Rules to withhold any material information from public disclosure.

## **7. Validly existing**

---

Bendigo Telco is a validly existing corporation registered under the laws of its place of incorporation.

## **8. Authority**

---

The execution and delivery of this deed has been properly authorised by all necessary corporate action of Bendigo Telco.

## **9. Power**

---

Bendigo Telco has full corporate power and lawful authority to execute and perform its obligations under this deed.

## **10. Information**

---

- (a) All information Bendigo Telco has provided to Vicwest prior to the date of this deed is, to the best of Vicwest's knowledge, accurate in all material respects and not misleading in any material respect.
- (b) Bendigo Telco has not knowingly or recklessly omitted to disclose information to Vicwest prior to the date of this deed, the disclosure of which might reasonably be expected to have resulted in Vicwest not entering into this deed or not agreeing to complete the transactions contemplated by this deed, or entering into this deed on materially different terms.



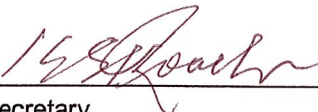
Signing page

Executed as an Deed

**EXECUTED** by **VICWEST COMMUNITY  
TELCO LTD** in accordance with the  
*Corporations Act 2001* by being signed by  
the following officers:

  
\_\_\_\_\_  
Director

RODNEY DAVID PAYNE  
\_\_\_\_\_  
Name (please print)

  
\_\_\_\_\_  
Director / Secretary

KEVIN EDWARD ROACHE  
\_\_\_\_\_  
Name (please print)

**EXECUTED** by **BENDIGO TELCO LTD**  
in accordance with the *Corporations Act  
2001* by being signed by the following  
officers:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Director / Secretary

\_\_\_\_\_  
Name (please print)

**Executed as an Deed**

**EXECUTED** by **VICWEST COMMUNITY  
TELCO LTD** in accordance with the  
*Corporations Act 2001* by being signed by  
the following officers:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director / Secretary


\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

**EXECUTED** by **BENDIGO TELCO LTD**  
in accordance with the *Corporations Act  
2001* by being signed by the following  
officers:



\_\_\_\_\_  
Director



\_\_\_\_\_  
Director / Secretary

**Donald James Erskine**

\_\_\_\_\_  
Name (please print)

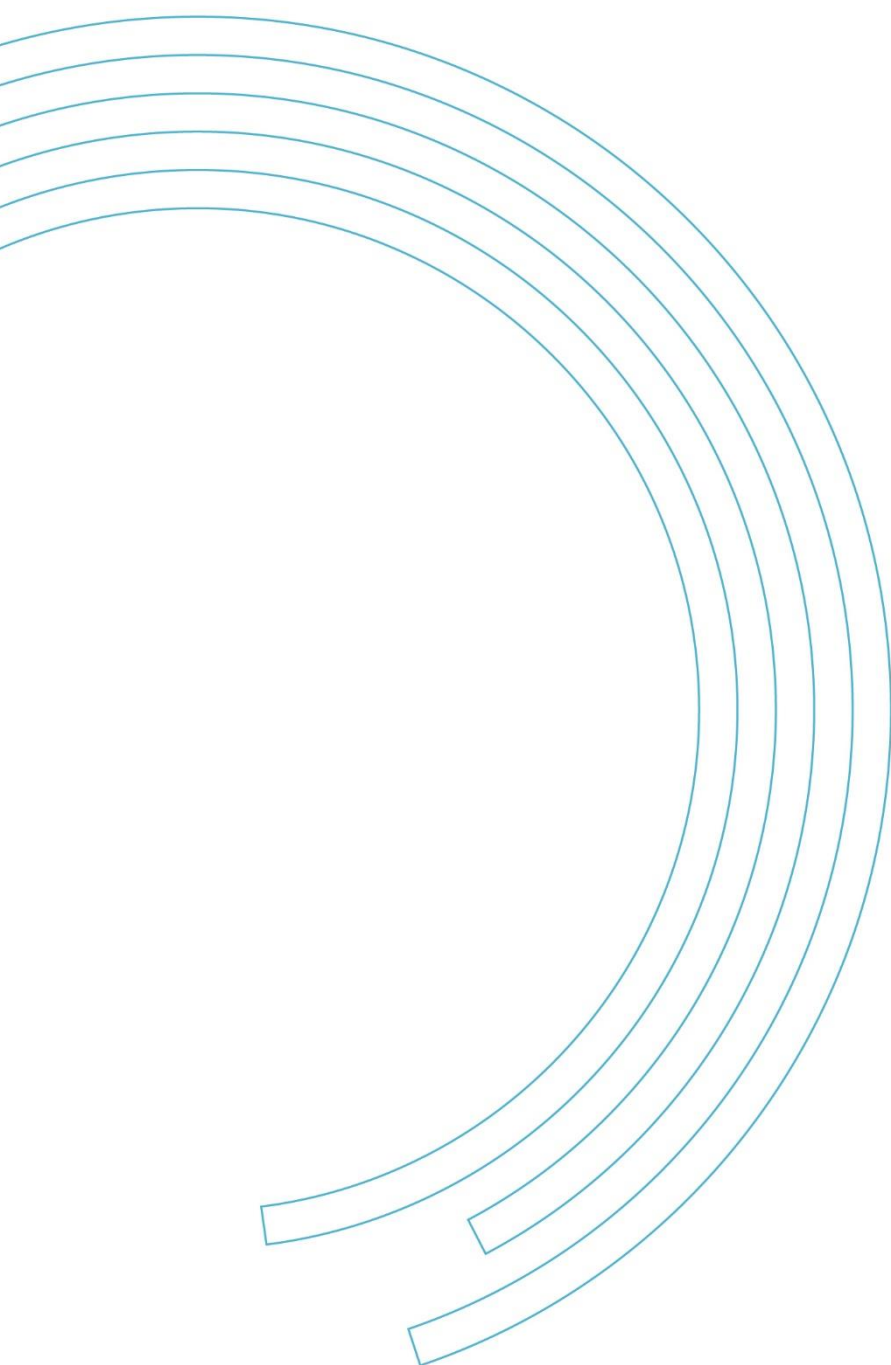
**Kenneth John Belfrance**

\_\_\_\_\_  
Name (please print)

**Scheme of Arrangement**

## Scheme of Arrangement

**Vicwest Community Telco Ltd**  
ACN 140 604 039



## Scheme of Arrangement

---

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

**Vicwest Community Telco Ltd ACN 140 604 039** of 6 Rutland Street, Newtown, Victoria 3220 (**Vicwest**); and

Each person registered in the Share Register as a holder of fully paid ordinary shares in Vicwest as at the Scheme Record Date (other than the Excluded Shareholders) (**Scheme Shareholders**)

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### 1. Definitions and interpretation

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#### 1.1 Definitions

**ASIC** means the Australian Securities and Investments Commission;

**Associate** has the meaning given to that term in section 12 of the Corporations Act;

**Bendigo Bank** means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 and its Related Bodies Corporate;

**Bendigo Telco** means Bendigo Telco Ltd ACN 089 782 203 of 23 McLaren Street, Bendigo, Victoria 3550;

**Bendigo Telco Register** means the register of shareholders maintained by Bendigo Telco or its agent;

**Bendigo Telco Share** means a fully paid ordinary share of Bendigo Telco;

**Business Day** means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday;

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

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

**Court** means the Supreme Court of Victoria or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Vicwest and Bendigo Telco;

**Deed Poll** means the deed poll under which Bendigo Telco covenants in favour of the Scheme Shareholders to perform its obligations under this Scheme;

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

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

**End Date** means 30 September 2016;

**Excluded Shareholders** means Bendigo Telco or any of its Associates (excluding, if applicable, Bendigo Bank and its Related Bodies Corporate);

**Government Agency** means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world;

**Implementation Date** means the fifth Business Day after the Scheme Record Date or such other day as the parties agree;

**Listing Rules** means the official listing rules of NSX;

**Merger Implementation Deed** means the Merger Implementation Deed between Vicwest and Bendigo Telco relating to the implementation of this Scheme;

**New Bendigo Telco Shares** means Bendigo Telco Shares to be issued under this Scheme as Scheme Consideration;

**NSX** means the National Stock Exchange of Australia;

**Related Body Corporate** has the meaning given to that term in section 50 of the Corporations Act;

**Registered Address** means, in relation to a Vicwest Shareholder, the address shown in the Share Register as at the Scheme Record Date;

**Scheme** means this scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Bendigo Telco and the Scheme Shareholders, 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 Vicwest and Bendigo Telco;

**Scheme Booklet** means an information memorandum to be approved by the Court and despatched to the Scheme Shareholders, which must include this Scheme, an explanatory statement in respect of this Scheme complying with the requirements of the Corporations Act and the Corporations Regulations, an independent expert's report, notices of meeting and proxy form;

**Scheme Consideration** means one Bendigo Telco Share for every 2.074 Scheme Shares held by each Scheme Shareholder, subject to the terms of this Scheme and the Merger Implementation Deed;

**Scheme Meeting** means the meeting of Vicwest Shareholders (other than the Excluded Shareholders) ordered by the Court to be convened under section 411(1) of the Corporations Act;

**Scheme Record Date** means 7pm on the fifth Business Day after the Effective Date;

**Scheme Share** means a Vicwest Share held by a Scheme Shareholder as at the Scheme Record Date;

**Scheme Shareholders** means Vicwest Shareholders (other than the Excluded Shareholders) as at the Scheme Record Date;

**Scheme Transfer** means a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of Bendigo Telco, which may be a master transfer of all or part of the Scheme Shares;

**Second Court Date** means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard;

**Share Register** means the register of members of Vicwest maintained in accordance with the Corporations Act;

**Vicwest Registry** means the register of shareholders maintained by Vicwest or its agent;

**Vicwest Shares** means all of the ordinary shares on issue in Vicwest as at the Scheme Record Date, which comprise all of the issued share capital in Vicwest; and

**Vicwest Shareholders** means the registered shareholders of the Vicwest Shares.

## **1.2 Interpretation**

- (a) In this Scheme, headings and boldings are for convenience only and do not affect the interpretation of this Scheme and, unless the context otherwise requires:
- (i) words importing the singular include the plural and vice versa;
  - (ii) words importing a gender include any gender;
  - (iii) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
  - (iv) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
  - (v) the words “includes” or “including” means include or including without limitation;
  - (vi) a reference to any legislation includes any change to, consolidation or replacement of it, whether passed by the same or another Government Agency with legal power to do so, and any delegated legislation or proclamation issued under it;
  - (vii) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
  - (viii) a reference to a party to a document includes that party’s successors and permitted assigns;
  - (ix) no provision of this Scheme will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Scheme or that provision;
  - (x) a covenant or agreement on the part of two or more persons binds them jointly and severally;
  - (xi) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
  - (xii) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind; and

- (xiii) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
  - (A) which ceases to exist; or
  - (B) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- (b) Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

## **2. Preliminary matters**

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- (a) Vicwest is a public company limited by shares and is registered in Victoria.
- (b) As at the date of this Scheme, 3,111,008 Scheme Shares were on issue.
- (c) Bendigo Telco is a public company limited by shares, registered in Victoria and has been admitted to the official list of the NSX.
- (d) If this Scheme becomes Effective:
  - (i) Bendigo Telco will provide or procure the provision of the Scheme Consideration to the Scheme Shareholders in accordance with this Scheme and the Deed Poll; and
  - (ii) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to Bendigo Telco and Vicwest will enter the name of Bendigo Telco in the Share Register in respect of the Scheme Shares.
- (e) Vicwest and Bendigo Telco have agreed, by executing the Merger Implementation Deed, to implement this Scheme.
- (f) This Scheme attributes actions to Bendigo Telco but does not itself impose an obligation on it to perform those actions. Bendigo Telco has agreed, by executing the Deed Poll, to perform the actions attributed to it under this Scheme, including providing or procuring the provision of the Scheme Consideration to the Scheme Shareholders.

## **3. Conditions**

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### **3.1 Conditions precedent**

This Scheme is conditional on and will not become Effective until the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 of the Merger Implementation Deed (other than the condition in the Merger Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Merger Implementation Deed by 8.00am on the Second Court Date;



- (b) neither the Merger Implementation Deed nor the Deed Poll having been terminated in accordance with their terms before 8.00am on the Second Court Date;
- (c) approval of this Scheme by the Court under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act as are acceptable to Vicwest and Bendigo Telco;
- (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 Vicwest and Bendigo Telco; and
- (e) the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving the Scheme coming into effect, pursuant to section 411(10) of the Corporations Act on or before the End Date (or any later date that Vicwest and Bendigo Telco agree in writing).

### **3.2 Certificate**

- (a) Vicwest and Bendigo Telco will provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence that such conditions precedent are satisfied, waived or taken to be waived.

### **3.3 End Date**

This Scheme will lapse and be of no further force or effect if the Effective Date does not occur on or before the End Date, or any later date that Bendigo Telco and Vicwest agree in writing, or such other date as the Court with the consent of Bendigo Telco and Vicwest, may order.

### **3.4 Termination of Merger Implementation Deed**

If the Merger Implementation Deed is terminated in accordance with its terms, each of Bendigo Telco and Vicwest are released from:

- (a) any further obligation to take steps to implement this Scheme; and
- (b) any liability with respect to this Scheme.

## **4. Implementation of this Scheme**

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

Vicwest will lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Court order approving the Scheme as soon as possible and in any event on the date on which the Court approves the Scheme or the following Business Day.

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

On the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by clause 5, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to Bendigo Telco, without the need for any further act by any Scheme Shareholder (other than acts performed by Vicwest as attorney and agent for the Scheme Shareholders under clause 7.5), by:
  - (i) Vicwest delivering to Bendigo Telco a duly completed Scheme Transfer, executed on behalf of the Scheme Shareholders by Vicwest, for registration; and
  - (ii) Bendigo Telco duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to Vicwest for registration; and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 4.2(a)(ii), Vicwest must enter, or procure the entry of, the name of Bendigo Telco in the Share Register in respect of all the Scheme Shares transferred to Bendigo Telco in accordance with this Scheme.

## **5. Scheme Consideration**

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### **5.1 Provision of Scheme Consideration**

Bendigo Telco must, subject to clauses 5.2 and 5.3:

- (a) on the Implementation Date, issue the New Bendigo Telco Shares to which each Scheme Shareholder is entitled under this clause 5 and procure that the name and address of each Scheme Shareholder is entered in the Bendigo Telco Register in respect of those New Bendigo Telco Shares; and
- (b) procure that on or before the date that is five Business Days after the Implementation Date, a share certificate or holding statement (as applicable) is sent to the Registered Address of each Scheme Shareholder representing the number of New Bendigo Telco Shares issued to the Scheme Shareholder pursuant to this Scheme.

### **5.2 Joint Holders**

In the case of Scheme Shares held in joint names:

- (a) the New Bendigo Telco Shares to be issued under this Scheme must be issued to and registered in the names of the joint holders; and
- (b) any other document required to be sent under this Scheme, will be forwarded to the holder whose name appears first in the Share Register as at the Scheme Record Date.

### **5.3 Fractional entitlements and splitting**

- (a) Where the calculation of the number of New Bendigo Telco Shares to be issued to a particular Scheme Shareholder would result in the issue of a fraction of a New Bendigo Telco Share, the fractional entitlement will be rounded down to the nearest whole number of New Bendigo Telco Shares.
- (b) If Bendigo Telco is of the opinion, formed reasonably, that several Scheme Shareholders, each of which holds a holding of Vicwest Shares which results in a fractional entitlement to New Bendigo Telco Shares have, before the

Scheme Record Date, been party to a shareholding splitting or division in an attempt to obtain an advantage by reference to the rounding provided for in the calculation of each Scheme Shareholder's entitlement to the Scheme Consideration, Bendigo Telco may direct Vicwest to give notice to those Scheme Shareholders:

- (i) setting out the names and Registered Addresses of all of them;
- (ii) stating that opinion; and
- (iii) attributing to one of them specifically identified in the notice the Vicwest Shares held by all of them,

and, after the notice has been so given, the Scheme Shareholder specifically identified in the notice shall, for the purposes of the Scheme, be taken to hold all those Vicwest Shares and each of the other Scheme Shareholders whose names are set out in the notice shall, for the purposes of the Scheme, be taken to hold no Vicwest Shares. Bendigo Telco, by complying with the other provisions of this Scheme relating to it in respect of the Scheme Shareholder specifically identified in the notice as the deemed holder of all the specified Scheme Shares, will be taken to have satisfied and discharged its obligations to the other Scheme Shareholders named in the notice under the terms of this Scheme.

#### **5.4 Status of New Bendigo Telco Shares**

Subject to the Scheme becoming Effective, Bendigo Telco must:

- (a) issue the New Bendigo Telco Shares required to be issued by it under this Scheme on terms such that each such New Bendigo Telco Share will rank equally in all respects with each existing Bendigo Telco Share;
- (b) ensure that the New Bendigo Telco Shares will have the right to participate in Bendigo Telco dividends with a record date on or after the Implementation Date; and
- (c) use its best endeavours to procure that the New Bendigo Telco Shares to be issued to Scheme Shareholders pursuant to this Scheme have been quoted for trading on the NSX with effect from the Business Day after the Effective Date (or such later date as NSX may require).

## **6. Dealings in Vicwest Shares**

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### **6.1 No allotment or issue**

No shares will be allotted or issued by Vicwest after the Effective Date and on or before the Implementation Date.

### **6.2 Determination of Scheme Shareholders**

To establish the identity of the Scheme Shareholders, dealings in Vicwest Shares or other alterations to the Share Register will only be recognised if registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received on or before the Scheme Record Date at the place where the Share Register is kept and Vicwest will not accept for registration, nor recognise for any purpose (except a transfer to Bendigo Telco pursuant to the Scheme and any subsequent transfer by Bendigo Telco or its successors in title), any

transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

### **6.3 Register**

- (a) Vicwest must register registrable transmission applications or transfers of the Scheme Shares in accordance with clause 6.1 on or before the Scheme Record Date.
- (b) If the Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport 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 Vicwest shall be entitled to disregard any such disposal.
- (c) For the purpose of determining entitlements to the Scheme Consideration, Vicwest must maintain the Share Register in accordance with the provisions of this clause 6.3 until the Scheme Consideration has been issued to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) All statements of holding for Vicwest Shares (other than statements of holding in favour of any Excluded Shareholders) 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 Share Register (other than entries on the Share Register in respect of any Excluded Shareholder) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of Vicwest Shares relating to that entry.
- (e) As soon as possible on or after the Scheme Record Date, and in any event within one Business Day after the Scheme Record Date, Vicwest will ensure that details of the names, Registered Addresses and holdings of Vicwest Shares for each Scheme Shareholder as shown in the Share Register are available to Bendigo Telco in the form Bendigo Telco reasonably requires.

## **7. General Scheme provisions**

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### **7.1 Consent to amendments to the Scheme**

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

- (a) Vicwest may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Bendigo Telco has consented; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which counsel for Vicwest has consented to.

### **7.2 Scheme Shareholders' agreements and warranties**

- (a) Each Scheme Shareholder:
  - (i) agrees to the transfer of their Vicwest Shares together with all rights and entitlements attaching to those Vicwest Shares in accordance with this Scheme;
  - (ii) agrees to the variation, cancellation or modification of rights attached to their Vicwest Shares constituted by or resulting from this Scheme;

- (iii) agrees to become a shareholder in Bendigo Telco and to be bound by the constitution of Bendigo Telco; and
  - (iv) acknowledges that this Scheme binds Vicwest and all Scheme Shareholders (including those who do not attend the Scheme Meeting or who do not vote, or vote against the Scheme).
- (b) Each Scheme Shareholder is taken to have warranted to Vicwest and Bendigo Telco, and appointed Vicwest as its attorney and agent to warrant to Bendigo Telco, that all their Vicwest Shares (including any rights and entitlements attaching to those shares) which are transferred under the Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to transfer their Vicwest Shares to Bendigo Telco together with any rights attaching to those shares. Vicwest undertakes that it will provide such warranty to Bendigo Telco as agent and attorney of each Scheme Shareholder.

### **7.3 Title to and rights in Scheme Shares**

- (a) To the extent permitted by law, the Scheme Shares transferred under this Scheme will be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind.
- (b) On and from the Effective Date, Bendigo Telco will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Vicwest of Bendigo Telco in the Share Register as the holder of the Scheme Shares.

### **7.4 Appointment of sole proxy**

On the Implementation Date, and until Vicwest registers Bendigo Telco as the holder of all Scheme Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have appointed Bendigo Telco as attorney and agent (and directed Bendigo Telco in each such capacity) to appoint any director, officer, secretary or agent nominated by Bendigo Telco as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution;
- (b) no Scheme Shareholder may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 7.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Bendigo Telco reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 7.4(a), Bendigo Telco and any director, officer, secretary or agent nominated by Bendigo Telco under clause 7.4(a) may act in the best interests of Bendigo Telco as the intended registered holder of the Scheme Shares.

### **7.5 Authority given to Vicwest**

Each Scheme Shareholder, without the need for any further act:

- (a) on the Effective Date, irrevocably appoints Vicwest and each of its directors, officers and secretaries jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against Bendigo Telco, and Vicwest undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against Bendigo Telco on behalf of and as agent and attorney for Scheme Shareholders; and
- (b) on the Implementation Date, irrevocably appoints Vicwest and each of its directors, officers and secretaries jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act, necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Scheme Transfer,

and Vicwest accepts each such appointment. Vicwest as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 7.5 to all or any of its directors, officers or employees jointly, severally or jointly and severally.

## **7.6 Instructions and elections**

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

## **7.7 Binding effect of Scheme**

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

## **7.8 Notices to Vicwest Shareholders of Court refusal**

If the Court refuses to make orders approving this Scheme, then Vicwest will send to each Vicwest Shareholder notice of that fact not later than 5 Business Days after the date of such refusal.

# **8. General**

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## **8.1 Stamp Duty**

Bendigo Telco must:

- (a) pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Scheme and the Deed Poll; and

- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with this clause 8.1.

## **8.2 Consent**

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

## **8.3 Notices**

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

## **8.4 Governing Law**

- (a) This Scheme is governed by the laws of Victoria, Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

## **8.5 Further action**

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

[End of Document]





## Deed Poll

**Bendigo Telco Ltd**  
ACN 089 782 203



## Deed Poll

This deed poll is made on

26 MAY

2016 by:

**Bendigo Telco Ltd ACN 089 782 203** of 23 McLaren Street, Bendigo, Victoria 3550  
(Bendigo Telco)

in favour of

Each person registered in the Share Register as a holder of fully paid ordinary shares in Vicwest as at the Scheme Record Date (other than the Excluded Shareholders) (**Scheme Shareholders**)

### Background

- (A) Vicwest and Bendigo Telco entered into the Merger Implementation Deed on or about the date of this deed.
- (B) In the Merger Implementation Deed, Bendigo Telco agreed to enter into this deed poll.
- (C) Bendigo Telco is entering into this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to perform its obligations under the Merger Implementation Deed and the Scheme.

This deed witnesses as follows:

## 1. Definitions and interpretation

### 1.1 Definitions

Unless the context otherwise requires, terms defined in the Scheme have the same meaning when used in this deed poll.

### 1.2 Interpretation

Clause 1 of the Scheme applies to the interpretation of this deed poll, except that references to 'this Scheme' in the Scheme are to be read as references to 'this deed poll'.

### 1.3 Nature of deed poll

Bendigo Telco acknowledges 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 Vicwest and each of its directors and officers jointly and severally) as its agent and attorney to enforce this deed poll against Bendigo Telco.

## **2. Conditions to obligations**

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### **2.1 Conditions**

The obligations of Bendigo Telco under this deed poll are subject to the Scheme becoming Effective.

### **2.2 Termination**

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

- (a) the Merger Implementation Deed is terminated in accordance with its terms; or
- (b) the Scheme is not Effective by the End Date, or any later date agreed in writing between Vicwest and Bendigo Telco.

### **2.3 Consequences of Termination**

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

- (a) Bendigo Telco is released from its obligations to further perform this deed poll; and
- (b) each Scheme Shareholder retains the rights they have against Bendigo Telco in respect of any breach of this deed poll which occurred before it was terminated.

## **3. Scheme obligations**

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### **3.1 Undertaking to pay Scheme Consideration**

Subject to clause 2, Bendigo Telco undertakes in favour of each Scheme Shareholder to:

- (a) provide or procure the provision of the Scheme Consideration to each Scheme Shareholder; and
- (b) undertake all other actions attributed to it under the Scheme,

subject to and in accordance with the provisions of the Scheme.

### **3.2 Status of New Bendigo Telco Shares**

Bendigo Telco covenants in favour of each Scheme Shareholder that the New Bendigo Telco Shares which are issued to each Scheme Shareholder in accordance with the Scheme will:

- (a) rank equally with all existing Bendigo Telco Shares;
- (b) have the right to participate in Bendigo Telco dividends with a record date on or after the Implementation Date; and
- (c) be issued fully paid and free from any mortgage, charge, lien, encumbrance or other security interest.

#### **4. Warranties**

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Bendigo Telco represents and warrants that:

- (a) it is a corporation validly existing under the laws of its place of registration;
- (b) subject to the satisfaction of the condition set out in clause 3.1(a) of the Merger Implementation Deed, 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) subject to the satisfaction of the condition set out in clause 3.1(a) of the Merger Implementation Deed, it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll is valid and binding on it and enforceable against it in accordance with its terms; and
- (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of the constitution of Bendigo Telco, or any writ, order or injunction, judgement, law, rule or regulation to which it is a party or subject or by which it is bound..

#### **5. Continuing Obligations**

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

- (a) Bendigo Telco has fully performed its obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 2.

#### **6. Stamp Duty**

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Bendigo Telco will:

- (a) pay or procure payment of all stamp duty and any related fines and penalties in respect of the Scheme and this deed poll, the performance of this deed poll and each transaction effected by or made under the Scheme and this deed poll; and
- (b) Indemnify each Scheme Shareholder against any liability arising from failure to comply with this clause 6.

#### **7. Waiver**

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- (a) Bendigo Telco may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.
- (b) No Scheme Shareholder may rely on words or conduct of Bendigo Telco as a waiver of any right unless the waiver is in writing and signed by Bendigo Telco, as appropriate.
- (c) The meanings of the terms used in this clause 7 are set out below:

- (i) **conduct** includes delay in the exercise of a right;
- (ii) **right** means any right arising under or in connection with this deed and includes the right to rely on this clause 7; and
- (iii) **waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

## 8. Variation

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A provision of this deed poll may not be varied unless:

- (a) if before the First Court Date, the variation is agreed to by Vicwest and Bendigo Telco; or
- (b) if on or after the First Court Date, the variation is agreed to by Vicwest, Bendigo Telco and the Court indicates that the variation would not of itself preclude approval of the Scheme,

in which event Bendigo Telco will enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.

## 9. Notices

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- (a) Any notice or other communication in respect of this deed poll:
  - (i) may be given by personal service, post or fax;
  - (ii) must be in legible writing and in English addressed as shown below:
    - (A) if to the Scheme Shareholders:
 

Address: 6 Rutland Street  
Newtown, Victoria 3220

Attention: Rod Payne  
Fax: 03 5225 5222  
Email: [rpayne@harwoodandrews.com.au](mailto:rpayne@harwoodandrews.com.au)

**copy to**

Address: Clarendon Lawyers  
Level 19, 333 Collins Street  
Melbourne, Victoria 3000

Attention: Tony Symons / Robert Feiner  
Fax: 03 8681 4410 / 03 8681 4499  
Email: [tony.symons@clarendonlawyers.com.au](mailto:tony.symons@clarendonlawyers.com.au) / [robert.feiner@clarendonlawyers.com.au](mailto:robert.feiner@clarendonlawyers.com.au);
    - (B) if to Bendigo Telco:
 

Address: 23 McLaren Street  
Bendigo, Victoria 3550

Attention: Ken Belfrage  
Fax: 03 5454 5001  
Email: [ken.belfrage@bendigotelco.com.au](mailto:ken.belfrage@bendigotelco.com.au)

**copy to**

Address: Kelly Hazell Quill  
Level 15, 440 Collins Street  
Melbourne, Victoria 3000

Attention: Andrew Walker  
Fax: 03 9009 5494  
Email: [awalker@khq.com.au](mailto:awalker@khq.com.au);

or as specified to the sender by any party by notice in accordance with this clause;

- (iii) where the sender is a company, must be signed by a director or secretary of the company;
- (iv) is regarded as being given by the sender and received by the addressee:
  - (A) if by delivery in person, when delivered to the addressee;
  - (B) if by regular post within Australia, 6 Business Days from and including the date of postage;
  - (C) if by post to an address outside Australia or from outside Australia to an address inside Australia, 10 Business Days from and including the date of postage;
  - (D) if faxed, and if legibly received, when transmitted to the addressee,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and

- (v) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) A fax is regarded as legible unless the addressee telephones the sender within two hours after the transmission is received or regarded as received under clause 9(a)(iv) and informs the sender that it is not legible.
- (c) In this clause 9, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

## **10. Miscellaneous**

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### **10.1 Assignment**

- (a) The rights created by this deed poll are personal to each Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of Bendigo Telco.
- (b) Any purported dealing in contravention of clause 10.1(a) is invalid.

### **10.2 Severability**

Any provision in this deed which is invalid or unenforceable in any jurisdiction is to be read down for the minimum extent possible to achieve its validity for the purpose of that jurisdiction, if possible, and otherwise must be severed to the extent of the

invalidity or unenforceability, without affecting the remaining provisions of this deed or the validity or enforceability of that provision in any other jurisdiction.

**10.3 Non-merger and survival of warranties**

Neither the warranties provided in clause 4 nor any other provision of this deed merges on completion of the Scheme. They survive the execution and delivery of any assignment or other document entered into for the purpose of implementing the Scheme.

**10.4 Cumulative rights**

The rights, powers and remedies of Bendigo Telco and the Scheme Shareholders under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

**10.5 Further assurances**

Bendigo Telco must, at its own expense, do all things and execute all documents necessary to give full effect to this deed poll and the transactions contemplated by it.

**10.6 Governing law and Jurisdiction**

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia.

## Signing Page

Executed as a deed poll

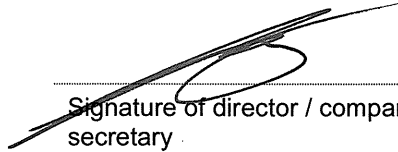
**EXECUTED** by **BENDIGO TELCO LTD**  
in accordance with the *Corporations Act*  
2001 by being signed by the following  
officers:



Signature of director

**DONALD JAMES EASKINE**

Name of director (please print)



Signature of director / company  
secretary

**KENNETH JOHN BELFRAGE**

Name of ~~director~~ / company secretary  
(please print)



## Annexure 3

### Indicative Timetable

Event	Target Date
Announcement	26 May 2016
First complete draft of Scheme Booklet (including expert's report) and Bendigo Telco Notice of Meeting	3 June 2016
Scheme Booklet and Bendigo Telco Notice of Meeting complete and provided to ASIC	10 June 2016
First Court hearing	1 July 2016
Mailing of Scheme Booklet and Bendigo Telco Notice of Meeting complete	8 July 2016
Bendigo Telco Shareholder Meeting	8 August 2016
Scheme Meeting	9 August 2016
Second Court hearing	12 August 2016
Effective Date	12 August 2016
Scheme Record Date	7pm on 19 August 2016
Implementation Date	1 September 2016

### Prescribed Occurrences

1. The entity converting all or any of its shares into a larger or smaller number of shares;
2. The entity resolving to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;
3. The entity:
  - a. entering into a buy-back agreement; or
  - b. resolving to approve the terms of a buy-back agreement under the Corporations Act;
4. The entity declaring, paying or distributing any dividend, bonus or other extraordinary share of its profits or assets or returning or agreeing to return any capital to its members;
5. The entity issuing securities including, without limitation, shares or granting an option over its shares, or agreeing to make such an issue or grant such an option, other than to the entity or a wholly owned Subsidiary of the entity;
6. The entity issuing or agreeing to issue securities convertible into shares;
7. The entity making any change to its constitution;
8. The entity:
  - a. acquiring, leasing or disposing of;
  - b. agreeing to acquire, lease or dispose of;
  - c. irrevocably offering, proposing, announcing a bid or tendering for,  
  
any business, assets, entity, commitment or undertaking, the value of which exceeds \$250,000 (individually or in aggregate);
9. The entity entering into any contract, commitment or financial indebtedness with a value in excess of \$250,000 (individually or in aggregate);
10. The entity creating, or agreeing to create, any mortgage, charge, lien or other encumbrance over the whole, or a substantial part, of its business or property other than a lien which arises by operation of law or legislation securing an obligation which is not yet due;
11. The entity entering into or resolving to enter into a transaction with a related party of the entity (other than with a related party which is a Subsidiary of the entity) as defined in section 228 of the Corporations Act;
12. The entity being deregistered as a company or otherwise dissolved;
13. The entity resolving that it be wound up or the making of an application or order for the winding up or dissolution of the entity other than where the application or order (as the case may be) is set aside within 14 days;
14. A court makes an order for the winding up of the entity;

15. A liquidator or provisional liquidator of the entity is appointed;
16. An administrator is appointed to the entity under the Corporations Act;
17. The entity 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;
18. The entity executing a deed of company arrangement,

**other than:**

19. the Permitted Bendigo Telco Dividend;
20. as required by this deed, the Scheme, the Transaction Framework Agreement or the transactions contemplated by them; or
21. with the written consent of the other party.

**Bendigo Telco Resolutions**

1. That, for the purpose of Listing Rule 6.41 and for all other purposes, approval is given for the proposed significant change to the scale of Bendigo Telco's activities as a consequence of the Transactions.
2. That, for the purpose of Listing Rule 6.43 and for all other purposes, approval is given for the acquisition by Bendigo Telco of Vicwest Shares from Bendigo Bank.
3. That, for the purpose of Listing Rule 6.43 and for all other purposes, approval is given for the acquisition by Bendigo Telco of the business and assets from CTA pursuant to the Business Sale Agreement.
4. That, for the purpose of Listing Rule 6.25 and for all other purposes, approval is given for Bendigo Telco to issue 500,000 Bendigo Telco Shares to CTA pursuant to the Business Sale Agreement.
5. That, for the purpose of section 611 (item 7) of the Corporations Act and for all other purposes, approval is given for the increase in the voting power of CTA and Bendigo Bank as a result of the Transactions.
6. That, for the purpose of section 260B(2) of the Corporations Act and for all other purposes, approval is given for the financial assistance to be provided, from time to time, by:
  - (a) Vicwest Community Telco Ltd A.C.N. 140 604 039;
  - (b) Geelong Community Telco Pty Ltd A.C.N. 122 412 300; and
  - (c) Ballarat Community Enterprise Pty Ltd A.C.N. 111 713 065.