



ASX Release
24 June 2015

Amcom Telecommunications Limited - Lodgement of Court Orders with ASIC

Further to the announcement by Amcom Telecommunications Limited ("Amcom") (ASX:AMM) yesterday regarding approval by the Federal Court of Australia ("Court") of the scheme of arrangement under which Vocus Communications Limited (ASX:VOC) will acquire Amcom ("Scheme"), Amcom confirms that a copy of the Court's orders has been lodged with the Australian Securities and Investments Commission today. The Scheme is now legally effective.

A copy of the Court's orders is attached to this announcement.

Amcom will be applying for its shares to be suspended from trading at the close of trading on the ASX today.

Key dates

The remaining key dates for the Scheme are outlined below.

Event	Time and Date
Effective Date	Today, 24 June 2015
Suspension of trading in Amcom Shares	Close of trading today, 24 June 2015
Commencement of trading in New Vocus Shares on a deferred settlement basis on the ASX	25 June 2015
Date for determining entitlements to Scheme Consideration (Record Date)	7.00 pm (Perth time) on 1 July 2015
Implementation Date	8 July 2015
Payment of Scheme Consideration to be made to Amcom Shareholders	8 July 2015
Last day of deferred settlement trading in New Vocus Shares	8 July 2015
New Vocus Shares commence trading on a normal settlement basis on the ASX	9 July 2015

Capitalised terms above have the meaning given to them in the Scheme Booklet.

Shareholder Information Line

Amcom shareholders who have questions regarding the Scheme should contact Amcom's shareholder information line on 1300 763 915 (within Australia) or +61 (03) 9415 4000 (outside of Australia) Monday to Friday between 9.00 am and 5.00 pm (Perth time).



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No: WAD54/2015

Federal Court of Australia
District Registry: Western Australia
Division: General

AMCOM TELECOMMUNICATIONS LIMITED ACN 062 046 217
Plaintiff

ORDER

JUDGE: JUSTICE MCKERRACHER

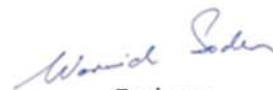
DATE OF ORDER: 23 June 2015

WHERE MADE: Perth

THE COURT ORDERS THAT:

1. Pursuant to section 411(4)(b) of the *Corporations Act 2001* (Cth) (**Act**), that the scheme of arrangement between the Plaintiff and its Shareholders, in the form contained in Annexure A of these orders, be approved.
2. Pursuant to section 411(12) of the Act, that the Plaintiff be exempted from complying with subsection 411(11) of the Act in relation to the scheme of arrangement.
3. The Plaintiff is to lodge an office copy of these orders with the Australian Securities and Investments Commissions as soon as practicable.

Date that entry is stamped: 23 June 2015


Registrar



Annexure A: Scheme of Arrangement



Scheme of Arrangement

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

Amcom	Amcom Telecommunications Limited ABN 20 062 046 217 of Level 22 44 St Georges Terrace Perth WA 6000 and
Scheme Shareholders	each person who holds one or more Scheme Shares.

1. Definitions and interpretation

1.1 Definitions

In this Scheme, unless the context requires otherwise:

Additional Performance Rights means the 1,580,000 performance rights belonging to 'Tranche F' issued after the date of the Scheme Implementation Agreement.

Adjusted Merger Ratio means:

- (a) subject to paragraph (b), the Initial Merger Ratio; or
- (b) if the record date for any dividend, distribution or return of capital that is recommended, declared or paid by Amcom (other than any interim and/or special dividend recommended, declared or paid by Amcom in the ordinary course of business agreed between the parties) occurs on or after the date of this agreement but on or prior to the Implementation Date, the number of New Vocus Shares determined in accordance with the following formula (rounded down to 4 decimal places):

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

where:

M = the Adjusted Merger Ratio;

A = the Initial Merger Ratio;

B = \$2.45 less the amount per Scheme Share of any such dividend, distribution or return of capital; and

C = \$2.45,

for each Scheme Share.

Amcom means Amcom Telecommunications Limited ACN 062 046 217.

Amcom Register means Amcom's register of members maintained under and in accordance with section 169 of the Corporations Act.

Amcom Registrar means Computershare Investor Services Pty Ltd ACN 078 279 277.

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



Amcom Shareholder means a person who is registered in the Amcom Register as the holder of Amcom Shares.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ABN 98 008 624 691, or if the context requires, the financial market operated by it.

ASX Settlement means ASX Settlement Pty Ltd ABN 49 008 504 532.

ASX Settlement Rules means the ASX Settlement Operating Rules.

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

CHESS means the Clearing House Electronic Sub-register System for the electronic transfer of securities operated by ASX Settlement.

Close of Trading means the close of normal trading on ASX on the Effective Date.

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

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

Deed Poll means the deed poll to be executed by Vocus, pursuant to which Vocus covenants in favour of the Scheme Shareholders to:

- (a) perform the steps attributed to Vocus under, and otherwise comply with, this Scheme as if Vocus were a party to this Scheme; and
- (b) comply with its obligations under the Scheme Implementation Agreement, in so far as that agreement relates to this Scheme, and in the case of Vocus, do all things necessary or expedient on its part to implement this Scheme.

Effective means the coming into effect, under section 411(10) of the Corporations Act, of the Scheme Order in relation to this Scheme.

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

End Date means:

- (a) 31 May 2015; or
- (b) such other date and time agreed in writing between Vocus and Amcom.

Excluded Shareholder means:

- (a) any Amcom Shareholder who is Vocus or a Related Body Corporate of Vocus; and
- (b) where the physically-settled equity swap transaction between Commonwealth Bank of Australia (CBA) and Vocus dated 24 October 2014 (Swap) has not been terminated, settled or closed out on or before the Record Date, CBA Equities Limited (ACN 003 485 952) in respect of 26,639,915 Amcom Shares to be disposed of under the Swap (as described in the Form 603 notice regarding Amcom given by CBA to the ASX on 27 October 2014).

Explanatory Booklet means the explanatory booklet to be despatched to Amcom Shareholders in accordance with clause 5.1(e) of the Scheme Implementation Agreement.

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



Ineligible Foreign Shareholder means an Amcom Shareholder whose address as shown in the Amcom Register is located outside of Australia and its external territories, and any other jurisdictions as may be agreed in writing by Amcom and Vocus (unless Vocus is satisfied that it is permitted to allot and issue New Vocus Shares to that Amcom Shareholder pursuant to this Scheme by the laws of that place).

Initial Merger Ratio means 0.4614 New Vocus Shares per Scheme Share.

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

New Vocus Share means the new Vocus Shares to be issued under the terms of this Scheme as Scheme Consideration.

Record Date means, in respect of this Scheme, 7.00pm on the fifth Business Day (or such other Business Day as Amcom and Vocus agree in writing) following the Effective Date.

Registered Address means the address of each Amcom Shareholder as recorded on the Amcom Register.

Related Body Corporate of a person means a related body corporate of that person under section 50 of the Corporations Act.

Scheme means this scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Amcom and Scheme Shareholders in respect of all Scheme Shares, 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 Amcom and Vocus.

Scheme Consideration means the Adjusted Merger Ratio, to be provided to Scheme Shareholders under the terms of this Scheme as described in clause 5.2.

Scheme Order means the orders of the Court approving this Scheme pursuant to section 411(4)(b) of the Corporations Act.

Scheme Implementation Agreement means the agreement entered into between Amcom and Vocus dated [*] December 2014, under which each party undertakes specific obligations to give effect to this Scheme.

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

Scheme Share means an Amcom Share on issue as at the Record Date other than any Amcom Share then held by an Excluded Shareholder (but including any such Amcom Share held on behalf of one or more third parties or otherwise in a fiduciary capacity).

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

Scheme Share Transfer means for each Scheme Shareholder, one or more proper instruments of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be or include a master transfer of all or part of the Scheme Shares.

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

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

Vocus means Vocus Communications Limited ACN 084 115 499.



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

Vocus Register means the register of holders of Vocus Shares maintained under and in accordance with section 169 of the Corporations Act.

1.2 Interpretation

In this Scheme, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Scheme, and a reference to this Scheme includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Perth, Australia time;
- (g) a reference to a party is to a party to this Scheme, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (m) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2. Preliminary

2.1 Amcom

Amcom is a public company incorporated in Australia and registered in the Australian Capital Territory and is a company limited by shares. Amcom is admitted to the official list of ASX and its Shares are officially quoted on the stock market conducted by ASX. Its registered office is at Level 22, 44 St Georges Terrace, Perth, Western Australia 6000.

2.2 Amcom securities

As at the date of the Explanatory Booklet, Amcom has on issue or has granted (as applicable):

- (a) 266,399,148 Amcom Shares; and
- (b) 4,185,000 performance rights (including the Additional Performance Rights) granted under Amcom's Performance Rights Long Term Incentive Plan, which will have vested or

lapsed prior to the Record Date, or in the case of the Additional Performance Rights, legally binding agreements to acquire or cancel the Additional Performance Rights for consideration will have been executed by each of the holders of those Additional Performance Rights.

2.3 Vocus

Vocus is a company incorporated in Australia and is a company limited by shares. Its registered office is at Level 1, Vocus House, 189 Miller Street, North Sydney NSW 2060.

2.4 Agreement to implement this Scheme

Each of Amcom and Vocus have agreed, by executing the Scheme Implementation Agreement, to implement the terms of this Scheme and the steps contemplated to follow the implementation of this Scheme, to the extent those steps are required to be done by each of them.

2.5 Deed Poll

Vocus has executed the Deed Poll in favour of Scheme Shareholders.

2.6 Summary of Scheme

If this Scheme becomes Effective:

- (a) all of the Scheme Shares (together with all rights and entitlements attaching to the Scheme Shares) will be transferred to Vocus and Amcom will become a subsidiary of Vocus;
- (b) in consideration of the transfer of the Scheme Shares, Vocus will provide or procure the provision of the Scheme Consideration to Scheme Shareholders in accordance with the terms of this Scheme;
- (c) Amcom will enter the name of Vocus in the Amcom Register as the holder of all the Scheme Shares; and
- (d) it will bind Amcom and all Scheme Shareholders, including those who do not attend the Scheme Meeting, those who do not vote at that meeting and those who vote against this Scheme at that meeting.

3. Conditions precedent

3.1 Conditions precedent

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

- (a) each of the conditions precedent set out in clause 3.1 of the Scheme Implementation Agreement (other than the condition precedent in clause 3.1(d)) having been satisfied or waived in accordance with the Scheme Implementation Agreement as at 8.00am on the Second Court Date or such other time specified in that condition precedent;
- (b) neither the Scheme Implementation Agreement nor the Deed Poll being terminated in accordance with its terms, as at 8.00am on the Second Court Date;
- (c) the Court making the Scheme Order;
- (d) any other condition made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme, and which are acceptable to Amcom and Vocus, having been satisfied; and
- (e) the Scheme Order (and, if applicable, any orders under section 411(6) of the Corporations Act) approving this Scheme coming into effect, under section 411(10) of the Corporations Act, on or before the End Date.

3.2 Effect of conditions precedent

The satisfaction or waiver of each condition precedent in clause 3.1 is a condition precedent to the operation of clause 4 and the binding effect of this Scheme.

3.3 Certificate

At or before the Court hearing on the Second Court Date, Amcom and Vocus will each provide to the Court certificates, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not the conditions precedent to this Scheme (other than the condition precedent in clauses 3.1(c), 3.1(d) and 3.1(e) above and the condition precedent in clause 3.1(d) of the Scheme Implementation Agreement) have been satisfied or waived. The certificates given by Amcom and Vocus constitute conclusive evidence that the relevant conditions have been satisfied.

3.4 End Date

This Scheme will lapse and be of no further force or effect if the Effective Date has not occurred on or before the End Date.

3.5 Termination

Without limiting any rights under the Scheme Implementation Agreement, if the Scheme Implementation Agreement is terminated in accordance with its terms before this Scheme becomes Effective, each of Vocus and Amcom are released from:

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

4. The Scheme

4.1 Lodgement of Scheme Order with ASIC

If the conditions (other than the conditions in clause 3.1(e)) in clause 3.1 of this Scheme are satisfied or, where applicable, waived, Amcom will lodge with ASIC in accordance with section 411(10) of the Corporations Act an office copy of the Scheme Order as soon as practicable, and in any event by no later than 5.00pm on the first Business Day after the date on which the Court makes that Scheme Order (or on such other Business Day as Amcom and Vocus agree). This Scheme will be Effective on and from the Effective Date.

4.2 Transfer of Scheme Shares

Subject to this Scheme becoming Effective in accordance with clause 3.4:

- (a) on or before 10.00am on the Implementation Date, in consideration for the transfer to Vocus of the Scheme Shares held by each Scheme Shareholder under the terms of this Scheme, Vocus will provide or procure provision of the Scheme Consideration to each Scheme Shareholder in accordance with clause 5.2;
- (b) as soon as practicable after 10.00am on the Implementation Date, and subject to Vocus fulfilling its obligations under clause 5.2, all of the Scheme Shares held by Scheme Shareholders, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date must be transferred to Vocus without the need for any further act by any Scheme Shareholder (other than acts performed by Amcom as attorney or agent for Scheme Shareholders under this Scheme), by Amcom effecting a valid transfer or transfers of the Scheme Shares to Vocus under section 1074D of the Corporations Act or, if that procedure is not available for any reason, by:
 - (i) Amcom delivering to Vocus a duly completed Scheme Share Transfer executed by Amcom (as transferor) as the attorney and agent of each Scheme Shareholder under clause 8.1; and

- (ii) Vocus duly executing the Scheme Share Transfer (as transferee) and delivering it to Amcom for registration; and
- (c) as soon as possible after receipt of the duly executed Scheme Share Transfer from Vocus under clause 4.2(b)(ii), Amcom must enter the name of Vocus in the Amcom Register in respect of all of the Scheme Shares the subject of the Scheme Share Transfer.

4.3 Timing

Notwithstanding any other provision of this Scheme, while New Vocus Shares forming the Scheme Consideration must be issued (and relevant register updated to record their issuance) on the Implementation Date, any requirements under clause 5 for the sending of share certificates, holding statements or allotment advices may be satisfied within 10 Business Days after the Implementation Date.

4.4 Provision of Scheme Consideration to Excluded Shareholder

Nothing in this Scheme requires Vocus to provide Scheme Consideration to any Excluded Shareholder.

5. Scheme Consideration

5.1 Scheme Consideration

Subject to this Scheme becoming Effective, in consideration of the transfer to Vocus of each Scheme Share held by a Scheme Shareholder under this Scheme, Vocus will provide the Scheme Consideration to each Scheme Shareholder for each Scheme Share held by it on the Implementation Date as set out in this clause 5.

5.2 Scheme Consideration

- (a) Amcom will use its best endeavours to procure that, in consideration for the transfer to Vocus of the Scheme Shares held by each Scheme Shareholder under the terms of this Scheme, Vocus will provide or procure provision of the Scheme Consideration to each Scheme Shareholder on the Implementation Date and otherwise in accordance with this Scheme.
- (b) Subject to clauses 5.3(b) and 5.3(c) and to this Scheme becoming Effective, at 10.00am on the Implementation Date, the transactions which form part of this Scheme will be implemented in the following sequence:
 - (i) each Scheme Shareholder will receive the Scheme Consideration for each Scheme Share held by that Scheme Shareholder at the Record Date, which is to be issued in the manner set out in clause 5.3; and
 - (ii) in exchange, all existing Amcom Shares at the Record Date will be transferred to Vocus or its nominee.
- (c) In order to facilitate the provision of the Scheme Consideration, Amcom must provide, or procure the provision of, to Vocus or a nominee of Vocus a complete copy of the Amcom register of members as at the Record Date (which must include the name, registered address and registered holding of each Scheme Shareholder as at the Record Date), within one Business Day after the Record Date. The details and information to be provided under this clause must be provided in such form as Vocus, its nominee or Vocus' share registry may reasonably require.

5.3 Allotment and issue of New Vocus Shares

- (a) Subject to clauses 5.3(b) and 5.3(c) and to this Scheme becoming Effective, Vocus must:



- (i) allot and issue the New Vocus Shares to Scheme Shareholders in accordance with this Scheme on terms such that each Vocus Share will rank equally in all respects with each existing Vocus Share;
 - (ii) do everything reasonably necessary to ensure that the New Vocus Shares are approved for official quotation on ASX and that trading in the New Vocus Shares commences by the first Business Day after the Implementation Date; and
 - (iii) ensure that on issue, each New Vocus Share will be fully paid and free from any mortgage, charge, lien, encumbrance or other security interest.
- (b) Unless Vocus is satisfied that the laws of an Ineligible Overseas Shareholder's country of residence (as shown in the register of Amcom Shareholders) permit the issue of New Vocus Shares to the Ineligible Overseas Shareholder either unconditionally or after compliance with terms which Vocus reasonably regards as acceptable and practical, Vocus will be under no obligation under this Scheme to issue, and will not issue, any New Vocus Shares to Ineligible Overseas Shareholders, and instead will issue the New Vocus Shares that would otherwise have been issued to the Ineligible Overseas Shareholders to a nominee appointed by Vocus. Vocus will procure that as soon as reasonably practicable and in any event no more than 15 Business Days after the Implementation Date, the nominee sell those New Vocus Shares issued to the nominee on-market in such manner, at such price and on such other terms as the nominee determines in good faith. Promptly after the last sale of those New Vocus Shares, Vocus will procure that the nominee pays to Vocus the net proceeds from that sale (after deducting any applicable brokerage, stamp duty and other selling costs and taxes). Vocus will then remit the portion of the proceeds it receives from the nominee to each Ineligible Overseas Shareholders in accordance with their entitlement.
- (c) Any fractional entitlement of a Scheme Shareholder to a part of a New Vocus Share will be rounded up or down to the nearest whole number of New Vocus Shares (rounded up if the fractional entitlement is equal to or greater than one half, and rounded down if the fractional entitlement is less than one half). Vocus may, acting reasonably, deem the holdings of two or more Scheme Shareholders to be held by one Scheme Shareholder to prevent any Share Splitting designed to obtain unfair advantage by reference to such rounding.
- (d) In the case of Scheme Shares held in joint names, any New Vocus Shares to be issued under this Scheme will be issued to and registered in the names of the joint holders and holding statements or notices confirming the issue of the New Vocus Shares will be forwarded to the holder whose name appears first in the Vocus Register as at the Record Date.

6. Entitlement to participate and dealings in Amcom Shares

6.1 Entitlement to participate

Each Scheme Shareholder will be entitled to participate in this Scheme.

6.2 Recognised dealings

For the purposes of determining who is a Scheme Shareholder, dealings in Amcom Shares will be recognised if:

- (a) in the case of dealings of the type effected by CHESS, the transferee is registered in the Amcom Register as the holder of the relevant Amcom Shares by the Record Date;
- (b) in all other cases share transfer forms in registrable form or transmission applications in respect of those dealings are received at the place where the Amcom Register is kept by the Record Date.



6.3 Amcom's obligation to register

Amcom must register any registrable transfers or transmission applications received in accordance with clause 6.2(b) by, or as soon as practicable after, the Record Date.

6.4 Transfer requests received after Record Date

Amcom will not accept for registration or recognise for any purpose any transfer, transmission or application in respect of Amcom Shares received after 7.00pm on the Record Date, other than a transfer to Vocus in accordance with this Scheme.

6.5 No disposal after Close of Trading

No Amcom Shareholder shall dispose of or purport to agree to dispose of any Amcom Shares or any interest therein after the Close of Trading. Any dealings in Amcom Shares after Close of Trading shall not be recognised by the Amcom Registrar.

6.6 Maintaining the Amcom Register

For the purpose of determining entitlements to Scheme Consideration, Amcom must, until the Scheme Consideration has been paid, maintain, or cause the Amcom Registrar to maintain, the Amcom Register in accordance with the provisions of this clause 6 and entitlements to the Scheme Consideration will be determined solely on the basis of the Amcom Register.

6.7 Statements of holding cease to have any effect

After 7.00pm on the Record Date, any share certificate or holding statement for Amcom Shares (other than statements of holding in favour of Vocus and its successors in title) will cease to have any effect as a document of title in respect of those shares and each current entry on the Amcom Register as at 7.00pm on the Record Date will cease to have any effect other than as evidence of entitlement of Scheme Shareholders to the Scheme Consideration (other than the entries in respect of Vocus).

6.8 Provision of Scheme Shareholder's details

As soon as practicable after the Record Date, and in any event at least three Business Days before the Implementation Date, Amcom must ensure that a complete copy of the Amcom Register as at 7.00pm on the Record Date, including details of the names, registered addresses and holdings of Shares for each Scheme Shareholder are available to Vocus in the form Vocus reasonably requires.

7. Quotation of Shares

7.1 Suspension of trading in ASX

Amcom will apply to the ASX to suspend trading in the Shares on ASX from the Close of Trading.

7.2 Termination from official quotation

Provided that this Scheme has been fully implemented in accordance with its terms, Amcom will apply for termination of the official quotation of the Shares on ASX, and removal from the official list of ASX, on a date after the Implementation Date as determined by Vocus.

8. General provisions

8.1 Authority given to Amcom

On this Scheme becoming Effective, each Scheme Shareholder, without the need for any further act, is deemed to have irrevocably appointed Amcom as its attorney and agent for the purposes of:

- (a) enforcing the Deed Poll against Vocus; and
- (b) in the case of Scheme Shares in a CHESS holding:

- (i) causing a message to be transmitted to ASX Settlement in accordance with the ASX Settlement Rules to transfer the Scheme Shares held by the Scheme Shareholder from the CHESS sub-register of Amcom to the issuer sponsored sub-register operated by Amcom or the Amcom Registrar at any time after Vocus has paid or procured the payment of the Scheme Consideration which is due under this Scheme to Scheme Shareholders; and
- (ii) completing and signing on behalf of Scheme Shareholders any required form of transfer of Scheme Shares;
- (c) in the case of Scheme Shares registered in the issuer sponsored sub-register operated by Amcom or the Amcom Registrar, completing and signing on behalf of Scheme Shareholders any required form of transfer; and
- (d) executing any document necessary or taking any other act necessary to give effect to this Scheme and the transactions contemplated by it including, without limitation, execution of the Scheme Share Transfer,

and Amcom accepts such appointment. Amcom, as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.1 to all or any of its directors and officers (jointly, severally or jointly and severally).

8.2 Status of Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares transferred to Vocus under this Scheme will be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) Each Scheme Shareholder is deemed to have warranted to Amcom, and appointed and authorised Amcom as its attorney and agent to warrant to Vocus, that all their Scheme Shares (including any rights and entitlements attaching to those shares) transferred to Vocus under this Scheme will, at the date of transfer, be fully paid and free from mortgages, charges, liens, encumbrances, pledges, security interests and other interests of third parties of any kind, whether legal or otherwise, and that they have full power and capacity to sell and transfer their Scheme Shares (including any rights and entitlements attaching to those shares) to Vocus under this Scheme.

8.3 Further assurances

Amcom will execute documents and do all things and acts necessary or expedient in order to implement this Scheme.

8.4 Authority of Amcom

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

8.5 Scheme binding

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

8.6 Variation, cancellation or modification of rights

The Scheme Shareholders agree to the transfer of their Shares in accordance with this Scheme and agree to the variation, cancellation or modification of the rights attached to their Shares constituted or resulting from this Scheme (if any).



8.7 Beneficial entitlement to Scheme Shares

On this Scheme becoming Effective, pending registration by Amcom of Vocus in the Amcom Register as the holder of the Scheme Shares:

- (a) Vocus will be beneficially entitled to the Scheme Shares transferred to it under this Scheme as the holder of the Scheme Shares; and
- (b) each Scheme Shareholder:
 - (i) irrevocably appoints Vocus as attorney and agent (and directors Vocus in each capacity) to appoint any director, officer, secretary or agent nominated by Vocus as its sole proxy and, where applicable, its corporate representative to attend shareholder meetings of Amcom, exercise the votes attached to the Scheme Shares registered in the name of the Scheme Shareholder and sign any shareholders resolution of Amcom;
 - (ii) undertakes not to otherwise attend or vote at any such meetings or sign any such resolutions, whether in person, by proxy or by corporate representative other than pursuant to clause 8.7(b)(i);
 - (iii) must take all other actions in the capacity of a registered holder of Scheme Shares as Vocus reasonably directs; and
 - (iv) acknowledges and agrees that in exercising the powers referred to in this clause 8.7(b), any director, officer, secretary or agent nominated by Vocus may act in the best interests of Vocus as the intended registered holder of the Scheme Shares.

8.8 Notices

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

8.9 Alterations and conditions

If the Court proposes to approve this Scheme subject to any conditions or alterations under section 411(6) of the Corporations Act, Amcom may, by its counsel on behalf of all persons concerned consent to only such of those conditions or alterations to this Scheme to which Vocus has consented, such consent not to be unreasonably withheld or delayed.

8.10 Stamp duty

All stamp duty, and any related fines and penalties (if any) payable in connection with this Scheme and each transaction effected by or made under this Scheme will be payable by Vocus.

8.11 Limitation of liability

None of Amcom, Vocus, nor any director, officer or secretary of any of them is liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

8.12 Governing Law

- (a) The governing law of this Scheme is the law in force in the State of Western Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia and of the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Scheme and waives any objection it may now or in the future have to the venue of any proceedings, and any



claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if the venue of those proceedings fall within this clause 8.12(b).