

## **Annexure C – Scheme of Arrangement**

# Scheme of Arrangement

OPUS Group Limited ACN 006 162 876 (“Opus”)

Scheme Participants

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# Scheme of Arrangement

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# Scheme of Arrangement

## Details

Parties	Opus and Scheme Participants	
Opus	Name	OPUS Group Limited
	ACN	006 162 876
	Formed in	Australia
	Address	138 Bonds Road, Riverwood, NSW 2210 Australia
	Email	tammy.tang@opusgroup.com.au
	Attention	Tammy Tang (director)
Scheme Participants	Each person registered as a holder of fully paid ordinary shares in Opus on the Record Date	
Governing law	Western Australia	

# General terms

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## 1 Definitions and interpretation

### 1.1 Definitions

Unless the contrary intention appears, these meanings apply:

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

**ASX** means ASX Limited or the market operated by it, as the context requires.

**Business Day** means a business day as defined in the Listing Rules.

**CHESS** means the clearing house electronic sub register system of share transfers operated by ASX Settlement and Transfer Corporation Pty Ltd.

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

**Court** means the Federal Court of Australia, or such other court of competent jurisdiction under the Corporations Act agreed by the parties.

**Deed Poll** means the deed poll dated 14 June 2018 executed by TopCo substantially in the form of Annexure B of the Scheme Implementation Agreement or as otherwise agreed by TopCo and Opus, under which TopCo covenants in favour of each Scheme Participant to perform its obligations under this Scheme.

**Details** means the section of this agreement headed “Details”.

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

**Encumbrance** means any security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any “security interest” as defined in sections 12(1) or (2) of the PPSA, or any agreement to create any of them or allow them to exist.

**End Date** means 14 January 2019 or such other date as is agreed by TopCo and Opus.

**HKEx** means the Stock Exchange of Hong Kong Limited.

**HKEx Listing** means the listing of the TopCo Shares on HKEx.

**Implementation Conditions** means the conditions set out in clause 4.2.

**Implementation Date** means the date on which all of the Implementation Conditions are satisfied.

**Ineligible Foreign Shareholder** means a Scheme Participant:

- (a) who is (or is acting on behalf of) a citizen or resident of a jurisdiction other than residents of Australia and its external territories, South Africa, Singapore, the United States of America or Hong Kong;
- (b) whose address in the Register on the Record Date is in a jurisdiction other than Australia and its external territories, South Africa, Singapore, the United States of America or Hong Kong,

unless TopCo otherwise determines that:

- (c) it is lawful, not unduly onerous and not unduly impracticable for TopCo to issue TopCo Shares to an Opus Shareholder pursuant to the terms of the Scheme; and
- (d) it is lawful for that Opus Shareholder to participate in the Scheme by the laws of the relevant place outside Australia and its external territories.

**Ineligible Foreign Shareholder Sale Facility** means the facility to be conducted in accordance with clause 6.3.

**Listing Rules** means the Listing Rules of ASX and any other applicable rules of ASX modified to the extent of any express written waiver by ASX.

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

**Opus Shareholder** means each person registered in the Register as a holder of Opus Shares.

**Record Date** means 5.00pm on the second Business Day following the Effective Date or such other date as Opus and TopCo agree.

**Register** means the share register of Opus and **Registry** has a corresponding meaning.

**Registered Address** means, in relation to an Opus Shareholder, the address shown in the Register.

**Scheme** means this scheme of arrangement between Opus and Scheme Participants under which all of the Opus Shares will be transferred to TopCo under Part 5.1 of the Corporations Act as described in clause 5.3 of this Scheme, in consideration for the Scheme Consideration, subject to any amendments or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act to the extent they are approved in writing by Opus and TopCo in accordance with clause 10.1 of this Scheme.

**Scheme Consideration** means the consideration payable by TopCo for the transfer of Opus Shares held by a Scheme Participant to TopCo, being, in respect of each Opus Share, three TopCo Shares.

**Scheme Implementation Agreement** means the scheme implementation agreement dated 14 June 2018 between Opus and TopCo under which, amongst other things, Opus has agreed to propose this Scheme to Opus Shareholders, and each of TopCo and Opus has agreed to take certain steps to give effect to this Scheme.

**Scheme Meeting** means the meeting to be convened by the Court at which Opus Shareholders will vote on the Scheme.

**Scheme Participants** means each person who is an Opus Shareholder at the Record Date.

**Scheme Shares** means all Opus Shares on issue as at the Record Date.

**Second Court Date** means the day on which the Court makes an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme.

**Share Scheme Transfer** means, for each Scheme Participant, a duly completed and executed proper instrument of transfer of the Opus Shares held by that Scheme Participant for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all Opus Shares.

**TopCo** means Left Field Printing Group Limited, an exempted company incorporated in Bermuda (registration number 53528).

**TopCo Shares** means fully paid ordinary shares in the capital of TopCo.

## 1.2 General interpretation

Headings and labels used for definitions are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this document:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (c) a reference to a document also includes any variation, replacement or novation of it;
- (d) the meaning of general words is not limited by specific examples introduced by “including”, “for example”, “such as” or similar expressions;
- (e) a reference to “**person**” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (f) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (g) a reference to a time of day is a reference to Australian Western Standard Time;
- (h) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (i) a reference to “**law**” includes common law, principles of equity and legislation (including regulations);
- (j) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (k) a reference to “**regulations**” includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (l) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually; and



- (m) a reference to any thing (including an amount) is a reference to the whole and each part of it.

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## **2 Preliminary**

### **2.1 Opus**

- (a) Opus is a public company limited by shares, incorporated in Australia and registered in Victoria.
- (b) Opus is admitted to the official list of the ASX and Opus Shares are officially quoted on the stock market conducted by ASX.

### **2.2 TopCo**

TopCo is an exempted company incorporated in Bermuda.

### **2.3 If the Implementation Conditions are satisfied**

If the Implementation Conditions are satisfied:

- (a) Opus will procure the issue of the Scheme Consideration by TopCo to Scheme Participants (or to the nominee in the case of Ineligible Foreign Shareholders, in accordance with clause 6.3) in accordance with the terms of this Scheme; and
- (b) subject to the provision of the Scheme Consideration, the Scheme Shares will be transferred to TopCo on the Implementation Date and Opus will enter TopCo in the Register as the holder of the Scheme Shares.

### **2.4 Scheme Implementation Agreement**

Opus and TopCo have agreed by executing the Scheme Implementation Agreement to implement the terms of this Scheme.

### **2.5 Deed Poll**

TopCo has executed the Deed Poll for the purpose of covenanting in favour of the Scheme Participants to perform (or procure the performance of) its obligations as contemplated by this Scheme, including to provide the Scheme Consideration.

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## **3 Conditions precedent**

### **3.1 Conditions precedent to Scheme**

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

- (a) as at 8.00am on the Second Court Date, neither the Scheme Implementation Agreement nor the Deed Poll have been terminated in accordance with their terms;
- (b) all of the conditions precedent in clause 3.1 of the Scheme Implementation Agreement having been satisfied or waived (other than the condition precedent in clause 3.1(c)) in accordance with the terms of the Scheme Implementation Agreement;

- (c) the Court having approved this Scheme, with or without any modification or condition, pursuant to section 411(4)(b) of the Corporations Act, and if applicable, Opus and TopCo having accepted in writing any modification or condition made or required by the Court under section 411(6) of the Corporations Act and any such conditions having been satisfied or waived; and
- (d) the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to this Scheme.

### **3.2 Certificate in relation to conditions precedent**

Opus and TopCo must each provide to the Court on the Second Court Date a certificate confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent set out in clause 3.1 of this Scheme (other than the conditions precedent in clauses 3.1(c) and 3.1(d) of this Scheme) have been satisfied or waived as at 8.00am on the Second Court Date.

The certificate referred to in this clause 3.2 will constitute conclusive evidence of whether the conditions precedent referred to in clause 3.1 of this Scheme (other than the conditions precedent in clauses 3.1(c) and 3.1(d) of this Scheme) have been satisfied or waived as at 8.00am on the Second Court Date.

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## **4 Scheme**

### **4.1 Effective Date**

Subject to clause 4.2, this Scheme will come into effect pursuant to section 411(10) of the Corporations Act on and from the Effective Date.

### **4.2 Implementation Conditions**

Clauses 5.2 to 5.8 and 6 of this Scheme are conditional on, and will have no force or effect, until satisfaction of each of the following:

- (a) the Scheme becomes Effective;
- (b) TopCo receives formal written approval from the HKEX for the HKEx Listing; and
- (c) the approval referred to in clause 4.2(b) becomes unconditional.

### **4.3 Lapse**

This Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date;
- (b) the Implementation Conditions are not satisfied on or before the End Date; or
- (c) the Scheme Implementation Agreement or the Deed Poll is terminated in accordance with its terms,

unless Opus and TopCo otherwise agree in writing.

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## **5 Implementation of Scheme**

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

Opus must lodge with ASIC in accordance with section 411(10) of the Corporations Act an office copy of the Court order approving this Scheme as soon as possible, and in any event by no later than 5.00pm on the first Business Day after the day on which the Court approves this Scheme or such later time as TopCo and Opus agree in writing.

### **5.2 Timing**

The transactions which form part of this Scheme will be implemented in the following sequence on the Implementation Date:

- (a) each Scheme Participant will receive the Scheme Consideration for the Opus Shares held by that Scheme Participant on the Record Date ( or in accordance with clause 6.3 in the case of Ineligible Foreign Shareholders); and
- (b) in exchange, all Opus Shares will be transferred to TopCo.

### **5.3 Transfer and registration of Scheme Shares**

On the Implementation Date, but subject to the provision of the Scheme Consideration for the Scheme Shares in accordance with clause 6 of this Scheme and TopCo having provided Opus with written confirmation thereof:

- (a) the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to TopCo without the need for any further act by any Scheme Participant (other than acts performed by Opus as attorney and agent for Scheme Participants under clause 8 of this Scheme) by:
  - (i) Opus delivering to TopCo a duly completed and executed Share Scheme Transfer executed on behalf of the Scheme Participants; and
  - (ii) TopCo duly executing the Share Scheme Transfer and delivering it to Opus for registration; and
- (b) as soon as practicable after receipt of the duly executed Share Scheme Transfer, Opus must enter the name of TopCo in the Register in respect of all Scheme Shares transferred to TopCo in accordance with the terms of this Scheme.

### **5.4 Entitlement to Scheme Consideration**

On the Implementation Date, each Scheme Participant will be entitled to receive the Scheme Consideration in respect of each of their Opus Shares in accordance with clause 6 of this Scheme, in consideration for the transfer to TopCo of the Scheme Shares.

### **5.5 Title and rights in Scheme Shares**

Subject to the provision of the Scheme Consideration for the Scheme Shares as contemplated by clause 6 of this Scheme, on and from the Implementation Date, TopCo will be beneficially entitled to the Scheme Shares transferred to it under the Scheme, pending registration by Opus of TopCo in the Register as the holder of the Scheme Shares.

## **5.6 Scheme Participants' agreements**

Under this Scheme, each Scheme Participant agrees to the transfer of their Opus Shares, together with all rights and entitlements attaching to those Opus Shares, in accordance with the terms of this Scheme.

## **5.7 Warranty by Scheme Participants**

Each Scheme Participant warrants to TopCo and is deemed to have authorised Opus to warrant to TopCo as agent and attorney for the Scheme Participant by virtue of this clause 5.7, that:

- (a) all their Scheme Shares (including any rights and entitlements attaching to those shares) transferred to TopCo under the Scheme will, as at the date of the transfer, be fully paid and free from all Encumbrances; and
- (b) they have full power and capacity and have obtained all approvals and consents required to sell and to transfer their Opus Shares (including any rights and entitlements attaching to those shares) to TopCo under the Scheme.

## **5.8 Transfer free of encumbrances**

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

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# **6 Scheme Consideration**

## **6.1 Consideration under the Scheme**

On the Implementation Date, Opus must procure that, in consideration for the transfer to TopCo of the Opus Shares, TopCo issues to the Scheme Participants (or to the nominee in the case of Ineligible Foreign Shareholders, in accordance with clause 6.3) three TopCo Shares for every one Opus Share held by the Scheme Participant on the Record Date in accordance with this clause 6.

## **6.2 Scheme participants' agreements**

Under this Scheme, each Scheme Participant (and the nominee on behalf of the Ineligible Foreign Shareholders) irrevocably:

- (a) agrees to become a member of TopCo, to have their name entered in the TopCo register, accepts the TopCo Shares issued to them and agrees to be bound by the TopCo constitution;
- (b) agrees and acknowledges that the issue of TopCo Shares in accordance with clause 6.1 constitutes satisfaction of all that person's entitlements under this Scheme;
- (c) acknowledges that the Scheme binds Opus and all of the Scheme Participants from time to time (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting); and
- (a) consents to Opus and TopCo doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or

desirable to give full effect to this Scheme and the transactions contemplated by it.

### 6.3 Ineligible Foreign Shareholder Sale Facility

Where a Scheme Participant is an Ineligible Foreign Shareholder, each Ineligible Foreign Shareholder authorises TopCo to:

- (a) issue to a nominee appointed by TopCo any TopCo Shares to which an Ineligible Foreign Shareholder would otherwise be entitled to (**Relevant TopCo Shares**);
- (b) procure, as soon as reasonably practicable after the Implementation Date, and in no event no more than 30 days after the HKEx Listing, that the nominee:
  - (i) sells or procures the sale of all of the Relevant TopCo Shares issued to the nominee pursuant to clause 6.3(a), in the ordinary course of trading on HKEx at such price as the nominee determines in good faith; and
  - (ii) remits to TopCo the proceeds of sale (free of any applicable brokerage, stamp duty and other selling costs, taxes and charges, which are to be paid by TopCo); and
- (c) promptly after the last sale of the Relevant TopCo Shares in accordance with clause 6.3(b)(i), pay to each Ineligible Foreign Shareholder an amount equal to the proportion of the net proceeds of sale received by TopCo under clause 6.3(b)(ii) to which that Ineligible Foreign Shareholder is entitled, in full satisfaction of their entitlement to the Relevant TopCo Shares.

Neither Opus nor TopCo make any representation as to the amount of proceeds of sale to be received by Ineligible Foreign Shareholders under the Ineligible Foreign Shareholder Sale Facility. Both Opus and TopCo expressly disclaim any fiduciary duty to the Ineligible Foreign Shareholders which may arise in connection with the Ineligible Foreign Shareholder Sale Facility.

### 6.4 Joint holders

In the case of Opus Shares held in joint names:

- (a) any TopCo Shares to be issued under this Scheme must be issued and registered in the names of the joint holders and entry in the TopCo Register must take place in the same order as the holders' names appear in the Register;
- (b) any cheque required to be sent under this Scheme will be payable to the joint holders and sent to either, at the sole discretion of Opus, the holder whose name appears first in the Register as at the Record Date or to the joint holders; and
- (c) any document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of Opus, the holder whose name appears first in the Register as at the Record Date or to the joint holders.

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## **7 Dealings in Scheme Shares**

### **7.1 Determination of Scheme Participants**

To establish the identity of the Scheme Participants, dealings in Opus Shares will only be recognised by Opus if:

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

### **7.2 Register**

Opus must register any registrable transmission applications or transfers of the Opus Shares received in accordance with clause 7.1(b) of this Scheme on or before the Record Date.

### **7.3 No disposals after Effective Date**

If this Scheme becomes Effective, a holder of Opus Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of any Opus Shares or any interest in them after the Effective Date in any way except as set out in this Scheme and any such disposal will be void and of no legal effect whatsoever.

Opus will not accept for registration or recognise for any purpose any transmission, application or transfer in respect of Opus Shares received after 5.00pm on the Effective Date (except a transfer to TopCo pursuant to this Scheme and any subsequent transfer by TopCo or its successors in title) or received prior to the Effective Date but not in registrable or actionable form.

### **7.4 Maintenance of Opus Register**

For the purpose of determining entitlements to the Scheme Consideration, Opus will maintain the Register in accordance with the provisions of this clause 7 until the Scheme Consideration has been paid to the Scheme Participants and TopCo has been entered in the Register as the holder of all the Opus Shares. The Register in this form will solely determine entitlements to the Scheme Consideration.

### **7.5 Effect of certificates and holding statements**

Subject to provision of the Scheme Consideration and registration of the transfer to TopCo contemplated in clauses 5.3 of this Scheme, any statements of holding in respect of Opus Shares will cease to have effect after 5.00pm on the Record Date as documents of title in respect of those shares (other than statements of holding in favour of TopCo and its successors in title). After the Record Date, each entry current on the Register as at the Record Date (other than entries in respect of TopCo or its successors in title) will cease to have effect except as evidence of entitlement to the Scheme Consideration.

### **7.6 Details of Scheme Participants**

As soon as practicable after the Record Date, Opus will ensure that details of the names, Registered Addresses and holdings of Scheme Shares for each Scheme

Participant, as shown in the Register on the Record Date are available to TopCo in such form as TopCo reasonably requires.

## **7.7 Quotation of Opus Shares**

- (a) Suspension of trading on ASX in Opus Shares will occur from the close of trading on ASX on the Effective Date.
- (b) If the Scheme has been fully implemented in accordance with its terms, Opus will apply to ASX for:
  - (i) the termination of the official quotation of Opus Shares on ASX; and
  - (ii) to have Opus removed from the official list of ASX.

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## **8 Power of attorney**

Each Scheme Participant, without the need for any further act by any Scheme Participant, irrevocably appoints Opus and each of its directors and secretaries (jointly and each of them individually) as its attorney and agent for the purpose of:

- (a) executing any document necessary or expedient to give effect to this Scheme including the Share Scheme Transfer and the Ineligible Foreign Shareholder Sale Facility;
  - (b) enforcing the Deed Poll against TopCo,
- and Opus accepts such appointment.

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## **9 Notices**

### **9.1 No deemed receipt**

If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Opus, 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 Opus's registered office or at the office of the registrar of Opus Shares.

### **9.2 Accidental omission**

The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

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## **10 General**

### **10.1 Variations, alterations and conditions**

Opus may, with the consent of TopCo (which cannot be unreasonably withheld), by its counsel or solicitor consent on behalf of all persons concerned to any variations, alterations or conditions to this Scheme which the Court thinks fit to impose.

## **10.2 Further action by Opus**

Opus will execute all documents and do all things (on its own behalf and on behalf of each Scheme Participant) necessary or expedient to implement, and perform its obligations under, this Scheme.

## **10.3 No liability when acting in good faith**

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

## **10.4 Enforcement of Deed Poll**

Opus undertakes in favour of each Scheme Participant to enforce the Deed Poll against TopCo on behalf of and as agent and attorney for the Scheme Participants.

## **10.5 Stamp duty**

TopCo will pay all stamp duty (including any fines, penalties and interest) payable in connection with this Scheme.

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# **11 Governing law and jurisdiction**

The law in force in the place specified in the Details governs this document. The parties submit to the non-exclusive jurisdiction of the courts of that place.



## **Annexure D – Deed Poll**

# Deed Poll

Dated 14 June 2018

Given by Left Field Printing Group Limited, an exempted company incorporated in Bermuda (registration number 53528) (**TopCo**)

In favour of each registered holder of Opus Shares as at the Record Date (**Scheme Participants**)

**King & Wood Mallesons**

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BV:NRH: 608-0028392

# Deed Poll

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# Deed Poll

## Details

### Parties

TopCo	Name	Left Field Printing Group Limited
	Registration number	53528
	Formed in	Bermuda
	Address	Clarendon House, 2 Church Street, Hamilton, HM 11, Bermuda
	Email	leftfield@lionrockgroup.hk.com
	Attention	Chuk Kin Lau (director)
<b>In favour of</b>	Each registered holder of Opus Shares as at the Record Date	
<b>Governing law</b>	Western Australia	
<b>Recitals</b>	<b>A</b>	Opus and TopCo have entered into the Scheme Implementation Agreement.
	<b>B</b>	TopCo is entering into this deed poll for the purpose of covenanting in favour of Scheme Participants to perform its obligations in relation to the Scheme, including providing the Scheme Consideration.

# Deed Poll

## General terms

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### 1 Definitions and interpretation

#### 1.1 Definitions

Unless the contrary intention appears, these meanings apply:

**Details** means the section of this agreement headed “Details”.

**Scheme** means the proposed scheme of arrangement between Opus and Scheme Participants under which all the Scheme Shares will be transferred to TopCo under Part 5.1 of the Corporations Act, substantially in the form of annexed to the Scheme Implementation Agreement, or as otherwise agreed by TopCo and Opus, subject to any amendments or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act, to the extent they are approved in writing by TopCo and Opus.

All other words and phrases used in this document have the same meaning as given to them in the Scheme.

#### 1.2 General interpretation

Clause 1.2 of the Scheme applies to this document.

#### 1.3 Nature of deed poll

TopCo acknowledges that:

- (a) this document may be relied on and enforced by any Scheme Participant in accordance with its terms even though the Scheme Participants are not a party to it; and
- (b) under the Scheme, each Scheme Participant irrevocably appoints Opus and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this document against TopCo.

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### 2 Conditions precedent and termination

#### 2.1 Conditions precedent

TopCo's obligations under this document are subject to the Implementation Conditions being satisfied.

#### 2.2 Termination

TopCo's obligations under this document will automatically terminate and the terms of this document will be of no further force or effect if:

- (a) the Scheme has not become Effective on or before the End Date;

- (b) the Implementation Conditions are not satisfied in accordance with the terms of the Scheme Implementation Agreement on or before the End Date; or
- (c) the Scheme Implementation Agreement is terminated in accordance with its terms.

## 2.3 Consequences of termination

If this document is terminated under clause 2.2, then, in addition and without prejudice to any other rights, powers or remedies available to Scheme Participants:

- (a) TopCo is released from its obligations to further perform this document; and
- (b) each Scheme Participant retains the rights, powers or remedies they have against TopCo in respect of any breach of this document which occurs before it is terminated.

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## 3 Provision of Scheme Consideration

### 3.1 Compliance with Scheme obligations generally

Subject to clause 2, TopCo covenants in favour of Scheme Participants to observe and perform the steps attributed to it under, and otherwise to comply with, the Scheme as if named as a party to the Scheme and do all acts and things necessary to give effect to the Scheme.

### 3.2 Provision of Scheme Consideration

Subject to clause 2, TopCo will on the Implementation Date, issue to each Scheme Participant (or to a nominee appointed by TopCo in respect of Ineligible Foreign Shareholders) the Scheme Consideration in accordance with clause 6 of the Scheme.

The TopCo Shares to be issued under the Scheme will be validly issued and fully paid up and will rank equally in all respect with all other TopCo Shares on issue as at the Implementation Date.

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## 4 Representations and warranties

TopCo represents and warrants that:

- (a) **(status)** it is a company validly existing under the laws of Bermuda;
- (b) **(power)** it has power to enter into this document including, without limitation, the power to issue the Scheme Consideration, to comply with its obligations under it and exercise its rights under it;
- (c) **(authorisations)** other than the approvals specified in the Conditions Precedent, it has in full force and effect each authorisation necessary for it to enter into this document, to comply with its obligations and exercise its rights under it, and to allow them to be enforced; and

- (d) **(validity of obligations)** its obligations under this document are valid and binding and are enforceable against it in accordance with its terms.

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## 5 Continuing obligations

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

- (a) TopCo has fully performed its obligations under this document; or
- (b) the earlier termination of this document under clause 2.2.

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## 6 Notices

Notices and other communications in connection with this document must be in writing. They must be sent to the address or email address referred to in the Details and (except in the case of email) marked for the attention of the person referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

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## 7 General

### 7.1 Stamp duty

TopCo must:

- (a) pay all stamp duty (including fines, penalties and interest) payable and assessed on or in connection with this document, the performance of this document, or any instruments entered into under this document and in respect of a transaction effected by or made under the Scheme and this document; and
- (b) indemnify on demand each Scheme Participant against any liability arising from failure to comply with clause 7.1(a).

### 7.2 Variation

A provision of this document or any right created under it may not be varied, altered or otherwise amended unless:

- (a) the variation is agreed to by Opus and TopCo in writing; and
- (b) the Court indicates that the variation, alteration or amendment would not itself preclude approval of the Scheme,

in which event TopCo must enter into a further deed poll in favour of the Scheme Participants giving effect to the variation, alteration or amendment.

### 7.3 Partial exercising of rights

Unless this document expressly states otherwise, if TopCo does not exercise a right, power or remedy in connection with this document fully or at a given time, it may still exercise it later.

#### **7.4 Remedies cumulative**

The rights, powers and remedies in connection with this document are in addition to other rights, powers and remedies given by law independently of this document.

#### **7.5 Assignment or other dealings**

The rights and obligations created by this document are personal to TopCo and each Scheme Participant, and TopCo and each Scheme Participant may not assign or otherwise deal with its rights under this document or allow any interest in them to arise or be varied without the consent of TopCo and Opus.

#### **7.6 Further steps**

TopCo agrees to do anything including executing all documents and do all things (on its own behalf or on behalf of each Scheme Participant) necessary to give full effect to this document and the transactions contemplated by it.

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### **8 Governing law and jurisdiction**

The law in force in the place specified in the Details governs this document. TopCo submits to the non-exclusive jurisdiction of the courts of that place.

**EXECUTED** as a deed poll



## Signing page

**DATED:** 14 June 2018

Signature of witness

Signature of witness

Virginia L.N. Lee

Name of witness (block letters)

By executing this document the signatory warrants that the signatory is duly authorised to execute this document on behalf of Left Field Printing Group Limited

## **Annexure E – Notice of Meeting**

OPUS Group Limited  
(ACN 006 162 876)  
(Company)

**Notice of Meeting**

Notice is hereby given that by an order of the Federal Court of Australia made on 26 July 2018 pursuant to section 411(1) of the Corporations Act 2001 (Cth) (**Corporations Act**) a meeting of the holders of ordinary shares of the Company will be held at Club Rivers, 32 Littleton Street, Riverwood, NSW 2210 on 6 September 2018 at 11.00am (AEST).

**Business of the Meeting**

To consider and, if thought fit, to pass the following resolution in accordance with section 411(4)(a)(ii) of the Corporations Act:

"That, pursuant to and in accordance with the provisions of section 411 of the *Corporations Act 2001* (Cth):

- (a) the arrangement proposed between OPUS Group Limited and the holders of its ordinary shares, as contained in and more particularly described in the Scheme Booklet accompanying the notice convening this meeting, is approved; and
- (b) the directors of OPUS Group Limited are authorised to agree to such alterations or conditions as are thought fit by the Court and, subject to approval of the scheme by the Court, the board of directors of OPUS Group Limited is authorised to implement the Scheme with any such modifications or conditions."

By order of the Court and the OPUS Board



.....  
Tammy Tang  
Company Secretary

Date: 26 July 2018

**Explanatory Notes:**

These notes should be read in conjunction with this Notice of Meeting.

**Terminology**

Capitalised terms which are defined in Section 10 of the Scheme Booklet which accompanies this Notice of Meeting have the same meaning when used in this notice (including these explanatory notes) unless the context requires otherwise.

**Chairperson**

The Court has directed that Mr Richard Celarc act as Chairperson of the Scheme Meeting or, failing them, Mr Paul Young.

**Majority required**

In accordance with section 411(4)(a)(ii) of the Corporations Act, the resolution contained in this Notice of Meeting must be passed by:

- (a) unless the Court orders otherwise, a majority in number (more than 50%) of those OPUS Shareholders present and voting at the Scheme Meeting (either in person, by proxy, attorney or (in the case of corporate OPUS Shareholders), by a duly appointed corporate representative); and
- (b) at least 75% of the votes cast on the resolution contained in this Notice of Meeting.

The vote will be conducted by poll.

**Entitlement to vote**

The Court has ordered that, for the purposes of the Scheme Meeting, Shares will be taken to be held by the persons who are registered as OPUS Shareholders at 7pm (AEST) on 4 September 2018. Accordingly, registrable transmission applications or transfers registered after this time will be disregarded in determining entitlements to vote at the Scheme Meeting.

**Voting in person**

To vote in person at the Scheme Meeting, you must attend the Scheme Meeting to be held at Club Rivers, 32 Littleton Street, Riverwood, NSW 2210 on 6 September 2018 at 11.00am (AEST).

You will be admitted to the Scheme Meeting and given a voting card upon disclosure at the point of entry of your name and address.

**Voting by proxy****Proxy appointment**

- (a) A member entitled to attend and vote may appoint a proxy.
- (b) A member entitled to cast two or more votes may appoint not more than two proxies.
- (c) A proxy can be an individual or a body corporate and need not be a member.
- (d) If the member appoints two proxies and the appointment does not specify the proportion or number of the member's votes, each proxy may exercise half of the votes.
- (e) At least 48 hours before the meeting, the Company must receive:
  - the proxy's appointment; and
  - any authority under which the appointment was signed or a certified copy of the authority.

(f) The proxy appointment and any authority appointing an attorney must be:

delivered by **hand** on Monday to Friday between 9:00am and 5:00pm (AEST) to the following address:

- **Boardroom Pty Limited**  
Level 12, 225 George Street  
Sydney NSW 2000

sent by **post** to the following address:

- **OPUS Group Limited**  
C/- Boardroom Pty Limited  
GPO Box 3993  
Sydney, NSW 2001

sent by **fax** to +61 2 9290 9655

(g) A proxy will be admitted to the Meeting and given a voting card upon providing written evidence of their name and address at the point of entry to the Meeting.

#### **Jointly held securities**

If the Shares are jointly held, only one of the joint OPUS Shareholders is entitled to vote. If more than one joint OPUS Shareholder votes, only the vote of the OPUS Shareholder whose name appears first in the Register will be counted.

#### **Voting by attorney**

An OPUS Shareholder entitled to attend and vote at the Scheme Meeting may appoint an attorney to vote at the Scheme Meeting.

Shareholders who wish to appoint an attorney to attend the meeting on their behalf must ensure that the original or a certified copy of the power of attorney is received by the OPUS's Share Registry no later than 11.00am on 4 September 2018 (48 hours prior to commencement of the Scheme Meeting), unless OPUS has already noted it.

#### **Voting by corporate representative**

To vote at the Scheme Meeting a corporation who is an OPUS Shareholder, or who has been appointed as a proxy by an OPUS Shareholder, may appoint a person to act as its representative.

Persons who are attending as a corporate representative for a corporation must bring evidence of their appointment. The appointment must comply with section 250D of the Corporations Act. An authorised corporate representative will be admitted to the Scheme Meeting and given a voting card upon providing, at the point of entry to the Scheme Meeting, written evidence of their appointment including any authority under which it is signed, their name and address and the identity of their appointer.

#### **Court approval**

If the resolution contained in this Notice of Meeting is approved at the Scheme Meeting by the Requisite Majorities, the implementation of the Scheme (with or without modification) will be subject to, among other things, the subsequent approval of the Court.

# Corporate Directory

**OPUS Group Limited**

138 Bonds Rd  
Riverwood NSW 2210  
Australia

**OPUS Share Registry**

Boardroom Pty Limited  
Level 12, 225 George Street  
Sydney NSW 2000  
Australia

**Australian legal adviser**

King & Wood Mallesons  
Level 30, QV1 Building  
250 St Georges Terrace  
Perth WA 6000  
Australia

**Hong Kong legal adviser**

King & Wood Mallesons  
Level 13, Gloucester Tower  
The Landmark, 15 Queen's Road Central  
Central, Hong Kong

**Bermuda legal adviser**

Conyers Dill & Pearman  
29th Floor  
One Exchange Square  
8 Connaught Place  
Central, Hong Kong