

Macquarie Capital Alliance Management Limited

A Member of the Macquarie Group of Companies

ABN 94 105 777 704

AFS Licence No. 236894

Macquarie Capital Alliance Limited

ABN 96 112 594 662

Macquarie Capital Alliance International Limited

ARBN 113 880 783

No. 1 Martin Place
SYDNEY NSW 2000
GPO Box 4294
SYDNEY NSW 1164
AUSTRALIA

Telephone 61 2 8232 7942
Facsimile 61 2 8232 5904
Internet www.macquarie.com/mcag

16 June 2008

ASX RELEASE



MACQUARIE

Scheme Implementation Agreement

Today's Macquarie Capital Alliance Group release noted that a copy of the Scheme Implementation Agreement would be separately released to the ASX. Please see the attached copy of the agreement.

For further information, please contact:

Hugh Fitzsimons

Investor Relations

Tel: 61 2 8232 7942

Mob: 0422 383 753

Email: hugh.fitzsimons@macquarie.com

Jane Rotsey

Public Affairs

Tel: 61 2 8232 5026

Mob: 0401 997 160

Email: jane.rotsey@macquarie.com

Scheme Implementation Agreement

Macquarie Capital Alliance Limited, Macquarie Capital Alliance Management Limited and Macquarie Capital Alliance International Limited (together, **Target**)

Macquarie Advanced Investment Company Pty Limited (**Bidder**)

MinterEllison

L A W Y E E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Scheme Implementation Agreement

Details	1
1. Defined terms & interpretation	2
1.1 Defined terms	2
1.2 Interpretation	13
1.3 Headings	14
2. Agreement to propose Schemes	14
2.1 Proposal of Schemes	14
3. Conditions	14
3.1 Conditions Precedent to implementation of the Schemes	14
3.2 Waiver of Conditions Precedent	17
3.3 Reasonable endeavours to satisfy Conditions Precedent	17
3.4 Pre implementation steps	17
3.5 Notification obligations	17
3.6 Conditions Precedent not met	18
4. The transaction steps	19
4.1 Schemes	19
4.2 Scheme Consideration	19
4.3 Election mechanism	19
4.4 Cash Consideration	20
4.5 Scrip Consideration	20
4.6 Escrow of Distribution for Scheme Participants making Scrip Election	21
4.7 Timetable	23
5. The Schemes	23
5.1 Target's obligations in relation to the Schemes	23
5.2 Bidder's obligations in relation to the Schemes	26
5.3 Scheme Booklet	27
5.4 Good faith co-operation	28
5.5 Access to information	28
5.6 Target Board Recommendation	28
5.7 Appointment of Directors	28
6. Conduct of business	29
6.1 Conduct of business by Target	29
6.2 Permitted activities	29
7. Representations, warranties and undertakings	29
7.1 Target representations and warranties	29
7.2 Target undertakings	31
7.3 Bidder representations and warranties	31
7.4 Bidder undertakings	32
7.5 Timing of representations and warranties	32
7.6 Survival of representations and warranties	32
8. Indemnities	32
8.1 Target Indemnity	32
8.2 Bidder Indemnity	33

9.	Directors & Officers insurance and reliance	33
9.1	Directors and Officers insurance	33
9.2	Due diligence investigations	33
9.3	Forward looking information	33
9.4	Own enquiries	34
9.5	Acknowledgments	34
9.6	Benefit	34
10.	Termination rights	34
10.1	Termination events	34
10.2	Notice of breach	36
10.3	Termination right	36
10.4	Effect of termination	36
11.	Public announcements	36
11.1	Announcement of transaction	36
11.2	Public announcements	36
11.3	Statements on termination	37
12.	Exclusivity	37
12.1	No-shop	37
12.2	Due diligence	37
12.3	Competing Transaction	37
12.4	Fiduciary and other carve-out	37
12.5	Exceptions	38
12.6	Warranty and representation	38
12.7	Legal advice	38
13.	Payment of Costs	38
13.1	Background	38
13.2	Payment of Reimbursement Fee	38
13.3	Compliance with law	39
13.4	Other claims	39
14.	Bidder limitation of liability	39
14.1	Limitation on Bidder's liability for breach	39
14.2	Acknowledgement	39
15.	MCAML limitation of liability	40
16.	Conduct of Court Proceedings	40
17.	GST	40
17.1	Interpretation	40
17.2	GST exclusive	41
18.	Notices	42
18.1	Service of notices	42
18.2	Effective on receipt	42
19.	No third party beneficiaries	42
20.	General	42
20.1	Alterations	42
20.2	Approvals and consents	42

20.3	Assignment	42
20.4	Entire agreement	42
20.5	Survival and indemnities	42
20.6	Costs and stamp duty	43
20.7	Counterparts	43
20.8	No merger	43
20.9	Severability	43
20.10	Waiver	43
20.11	Relationship	43
20.12	No representation or reliance	43
20.13	Governing law and jurisdiction	43
20.14	Specific performance	43
20.15	Effect of agreement	44
20.16	Mutual further assurances	44
	Signing page	45

Details

Date 14 June 2008

Parties

Name **Macquarie Capital Alliance Limited ABN 96 112 594 662**
Macquarie Capital Alliance Management Limited ABN 94 105 777 704 as responsible entity of the Macquarie Capital Alliance Trust ARSN 112 638 212
Macquarie Capital Alliance International Limited ARBN 113 880 783 (a company incorporated in Bermuda with registration number 36770)

Short form name together, **Target**
Notice details Level 11, 1 Martin Place, Sydney NSW 2000
Fax: + 61 2 8232 4716
Attention: Company Secretary

Name **Macquarie Advanced Investment Company Pty Limited ACN 131 467 411**
Short form name **Bidder**
Notice details Level 7, 1 Martin Place, Sydney NSW 2000
Fax: + 61 2 8232 4713
Attention: Company Secretary

Background

- A Target and Bidder have agreed that Bidder will acquire all of the Securities under:
- (i) the MCAL Share Scheme, subject to the approval of the holders of the MCAL Shares and the Court;
 - (ii) the MCAIL Share Scheme, subject to the approval of the holders of the MCAIL Shares and the Bermuda Court; and
 - (iii) the Trust Scheme, subject to the approval of the holders of MCAT Units and the granting of Judicial Advice.
- B At the request of Bidder, Target agrees to propose the Schemes to Shareholders and Unitholders, as appropriate, and issue the Scheme Booklet to Shareholders and Unitholders on and subject to the terms of this agreement.
- C Target and Bidder have agreed to do the things required by this agreement in order to enable the Schemes to be proposed, approved and implemented.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

Advisory Agreement means the agreement dated 7 June 2005 under which MCAML agrees to provide management services to MCAIL.

Aggregate Cash Consideration means the aggregate of all Cash Consideration and the Allocated Cash Consideration (as relevant) payable to Scheme Participants under the Schemes.

Aggregate Distribution Amount means an amount equal to the Distribution multiplied by the number of Securities on issue at that Record Date.

Aggregate Scrip Consideration means the aggregate of all Scrip Consideration or Scaleback Scrip Consideration (as relevant) to be issued to Scheme Participants under the Schemes.

Allocated Cash Consideration means a cash amount equal to the Cash Consideration multiplied by the number equal to the total number of Securities held by the Scheme Participant minus the total number of Bid Securities making up the Scaleback Scrip Consideration to be provided to that Scheme Participant.

ASIC means the Australian Securities and Investments Commission.

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

Beneficial Interest means the beneficial interest of a Scheme Participant in an Escrow Amount under a Separate Trust.

Bermuda Court means the Supreme Court of Bermuda.

Bid Fund means the issuers of the Bid Securities or any of them as the context requires.

Bid Fund Investment Manager means Macquarie Advanced Investment Partners G.P. Limited, an exempted company incorporated in the Cayman Islands.

Bid Security means a stapled security comprising:

- (a) one share in Macquarie Advanced Investment Limited;
- (b) one unit in Macquarie Advanced Investment Trust; and
- (c) one share in Macquarie Advanced Investment International Ltd.

Bid Security Consideration Cap means 49,191,837.

Bidder Indemnified Parties means Bidder, its Related Entities and each of their respective Representatives and any fund or company (including without limitation any unit trust, investment trust, limited partnership or general partnership) which is advised by, or the assets of which are managed (whether solely or jointly with others) from time to time by, a Related Entity of Bidder (for the avoidance of doubt, including Macquarie Group Limited and its Related Entities).

Bidder Information has the meaning given in clause 5.2(b).

Business means the business carried on by Target as at the date of this agreement.

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

Cash Amount means the amount of cash and cash equivalents (including marketable securities and investments having a maturity of 90 days or less) of Target and its subsidiaries excluding:

- (a) cash or cash equivalents held by any Portfolio Company or any subsidiary of a Portfolio Company; and
- (b) A\$24,100,000.

Cash Consideration for each Security held by a Scheme Participant at the Record Date means \$3.40 less the Distribution.

Cash Election means an election by a Scheme Participant to receive Cash Consideration for each Security held by that Scheme Participant at the Record Date in accordance with clause 4.4.

Claim means any debt, cause of action, Liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

Commitment Deed means the commitment deed provided by each Investor to Bidder, MAIP and Target dated on or around the date of this Agreement.

Companies Act means the Companies Act 1981 of Bermuda.

Competing Transaction means any proposal by a third party (other than Bidder or its Related Entities) in relation to a transaction or arrangement under which if the transaction or arrangement is completed:

- (a) a person would acquire (whether directly or indirectly) or become the holder of, or otherwise have a right to acquire or have an economic interest in all or substantially all of the business conducted by Target, or Target's assets;
- (b) a person would acquire (whether directly or indirectly) control of Target within the meaning of section 50AA of the Corporations Act;
- (c) a person would acquire a relevant interest in, or voting power of, 50% or more of the Securities;
- (d) a person would otherwise acquire, or merge or amalgamate with, Target Group (or any member of Target Group);
- (e) Target would be required to abandon or otherwise fail to proceed with the Transaction, by whichever means; or
- (f) would result in a change of responsible entity of MCAT to a party unrelated to Target.

Conditions Precedent means the conditions precedent set out in clause 3.1 of this agreement.

Confidentiality Deed means the Confidentiality and Exclusivity Deed between MCAL, MCAIL, MCAML and MCG executed on or around 3 June 2008.

Consequential Loss means any indirect, incidental, special or consequential loss or damages, including loss of profit, loss of expected savings, loss of opportunity, loss of business (including loss or reduction of goodwill), loss of bargain or damage to reputation, whether any of these things arise in contract, tort (including negligence) or otherwise at law.

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

Court means the Supreme Court of New South Wales.

Deed Poll means the deed poll in the form of Annexure 2 (or in such other form as agreed between Target and Bidder) for the Schemes.

Distribution means a special distribution:

- (a) in respect of which guidance is to be announced by Target between 8.00am and 5.00pm on the date 2 Business Days before the MCAL Share Scheme Meeting;
- (b) to be declared by MCAT on the day after the Effective Date;
- (c) having a record date being the Record Date; and
- (d) expected to be paid immediately before the actions in clause 4.1(b) take place on the Implementation Date, or applied as set out in clause 4.6,

the amount of which is to be calculated, per Security, as \$0.40 less the EDSA Gouden Gids Acquisition Per Security Amount and less the Portfolio Company Equity Investment Per Security Amount.

EBITDA means proportional recurring earnings before interest, tax, depreciation and amortisation of Target excluding any write offs.

EDSA Gouden Gids Acquisition means the acquisition by European Directories SA (of which Target has a 39% holding) of the Dutch operations of Truvo, including the Gouden Gids directory, for approximately €290 million as announced to ASX on 31 March 2008.

EDSA Gouden Gids Acquisition Amount is A\$52 million if consideration in respect of EDSA Gouden Gids Acquisition has been paid or is payable prior to the Implementation Date, or otherwise is zero.

EDSA Gouden Gids Acquisition Per Security Amount means the EDSA Gouden Gids Acquisition Amount divided by the number of Securities on issue at the Record Date.

Effective means, when used in relation to the Schemes, all of the following events taking place:

- (a) the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the MCAL Share Scheme coming into effect pursuant to section 411(10) of the Corporations Act;
- (b) the order of the Bermuda Court made under section 99(2) of the Companies Act in relation to the MCAIL Share Scheme coming into effect pursuant to section 99(3) of the Companies Act; and
- (c) the Supplemental Deed taking effect pursuant to section 601GC(2) of the Corporations Act.

Effective Date means the date on which the Schemes become Effective.

Escrow Amount has the meaning given to it in clause 4.6(a)(i)(A).

Escrow Sunset Date means the date five years after the Implementation Date.

Escrow Trustee means Macquarie Advanced Investment Management Limited (or another entity appointed as responsible entity for Macquarie Advanced Investment Trust from time to time) acting as trustee in accordance with clause 4.6.

Excluded Liability means:

- (a) any claim against Target or any predecessor entity relating to any pre- Scheme Meeting Date investment or any pre- Scheme Meeting Date proposed investment by Target or any predecessor entity in an entity other than a Portfolio Company (including, without limitation, any claim associated with the sale of, or the failure to complete, any such investment); or

- (b) any other liability, known or unknown, contingent or otherwise, of Target or its subsidiaries (other than any such liability with respect to which a Portfolio Company or a subsidiary of a Portfolio Company is the primary obligor or is otherwise primarily responsible) that accrued prior to the Scheme Meeting Date (even if not payable until after the Scheme Meeting Date), solely to the extent that the quantum, or potential quantum, of liability incurred, or which may be incurred, by Target and its subsidiaries that continue after the Implementation Date in respect of such liabilities exceeds the sum of:
 - (i) the Scheme Meeting Date Cash; and
 - (ii) GST and interest receivables accrued prior to the Scheme Meeting Date to the extent that such GST and interest receivables are actually collected after the Scheme Meeting Date.

Exclusivity Period means the period from and including the date of this agreement to the earlier of the Effective Date and the date of termination of this agreement.

Explanatory Statements means:

- (a) the statement pursuant to section 412 of the Corporations Act which has been, or will be, registered by ASIC in relation to the MCAL Share Scheme;
- (b) the explanatory statement pursuant to section 100(1)(a) of the Companies Act in relation to the MCAIL Share Scheme; and
- (c) the explanatory statement to be sent to Unitholders in relation to the Trust Scheme, in accordance with Guidance Note 15 and the relevant provisions of the Corporations Act, explaining the effect of the Trust Scheme and setting out information that is material to the making of a decision by Unitholders whether or not to vote in favour of the Trust Scheme,

copies of which will be included in the Scheme Booklet.

FATA means the Foreign Acquisitions and Takeovers Act 1975 (Cth).

First Judicial Advice means confirmation from the Court under section 63 of the *Trustee Act 1925* (NSW) that Target would be justified in convening the Trust Scheme Meeting and proceeding on the basis that amending the MCAT Constitution as set out in the Supplemental Deed would be within the powers of alteration conferred by the MCAT Constitution and section 601GC of the Corporations Act.

FTSE 100 means the FTSE 100 Index as reported by Bloomberg under the code 'UKX Index'.

Further Capital Investment Requirement means an obligation to pay a further amount in respect of each Bid Security under the terms of issue of the Bid Securities as a result of:

- (a) the commitment of funds for investments in Portfolio Companies by the Bid Fund in accordance with the original investment policy of the Bid Fund; or
- (b) a need for further working capital in the Bid Fund.

GST means a goods and services tax or similar value added tax levied or imposed under the GST Law.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Guidance Note 15 means *Guidance Note 15: Listed Trusts and Managed Investment Scheme Mergers* issued by the Takeovers Panel of Australia (as amended from time to time).

Implementation Date means the fifth Business Day after the Record Date.

Ineligible Overseas Securityholder means a Scheme Participant whose address as shown in the Register at the Record Date is a place outside Australia and its external territories, New Zealand and such other jurisdictions as Target and Bidder agree in writing.

Independent Directors means Robin Crawford, Ken Moss, Anthony Nagel, Rodney Birrell and Kim Carter.

Independent Expert means the person to be appointed by Target pursuant to clause 5.1(b) as an independent expert to prepare the Independent Expert's Report.

Independent Expert's Report means the report prepared by the Independent Expert to be provided to the Independent Directors and Securityholders providing an opinion on the matters set out in clauses 5.1(b)(i) to 5.1(b)(iii).

Investor means those investors described in Annexure 8.

Judicial Advice means the First Judicial Advice and the Second Judicial Advice.

Liabilities includes all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses of whatever description, but in the case of any liability of Bidder under or arising from this agreement, excludes any Consequential Loss.

Listing Rules means the official listing rules of ASX.

MAIP means Macquarie Advanced Investment Partners LP.

Management Services Agreement means the agreement dated 17 February 2005 pursuant to which MCAML agrees to provide management services to MCAL (as amended from time to time).

Meetings means the Share Scheme Meetings and the Trust Scheme Meeting.

MCAIL means Macquarie Capital Alliance International Limited, a company incorporated in Bermuda with registration number 36770.

MCAIL Share means one fully paid ordinary share issued in the capital of MCAIL.

MCAIL Share Scheme means the scheme of arrangement pursuant to section 99 of the Companies Act proposed between MCAIL and MCAIL Shareholders, the form of which is contained in Annexure 4, together with any alterations or conditions made or required by the Bermuda Court and approved in writing by Bidder and Target.

MCAIL Share Scheme Meeting means the meeting of MCAIL Shareholders convened by the Bermuda Court in relation to the MCAIL Share Scheme pursuant to section 99(1) of the Companies Act, and includes any adjournment of such meeting.

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

MCAL means Macquarie Capital Alliance Limited ABN 96 112 594 662.

MCAL Share means one fully paid ordinary share issued in the capital of MCAL.

MCAL Share Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act proposed between MCAL and MCAL Shareholders, the form of which is contained in Annexure 3, together with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Bidder and Target.

MCAL Share Scheme Meeting means the meeting of MCAL Shareholders convened by order of the Court in relation to the MCAL Share Scheme pursuant to section 411(1) of the Corporations Act, and includes any adjournment of such meeting.

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

MCAML means Macquarie Capital Alliance Management Limited ABN 94 105 777 704.

MCAML Shares means the shares listed in clauses 7.1(h)(ii) to 7.1(h)(v).

MCAT means Macquarie Capital Alliance Trust ARSN 112 638 212.

MCAT Constitution means the constitution establishing MCAT dated 24 January 2005 (as amended from time to time).

MCAT Unit means one fully paid ordinary unit in MCAT.

MCG means Macquarie Capital Group Limited ABN 54 096 705 109.

Net Asset Value means the difference between total assets and total liabilities of Target determined in accordance with generally accepted Australian accounting principles, the Australian equivalents to International Financial Reporting Standards and applicable accounting standards.

Notices of Meeting means:

- (a) the notice convening the MCAL Share Scheme Meeting;
- (b) the notice convening the MCAIL Share Scheme Meeting; and
- (c) the notice convening the Trust Scheme Meeting,

together with the proxy forms for those meetings.

Portfolio Company means each of:

- (a) European Directories SA, a limited liability public company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg;
- (b) Creative Broadcast Services International Limited, a company incorporated under the laws of Bermuda;
- (c) Fairway Investment Holdings Pty Limited, a company incorporated under the laws of the Commonwealth of Australia; and
- (d) Macquarie AIR-serv Holdings Inc., a company incorporated under the laws of Delaware.

Portfolio Company Equity Investment Amount means any equity investment by Target in Target's Portfolio Companies that has been paid or is payable after the date of this agreement and prior to the Implementation Date.

Portfolio Company Equity Investment Per Security Amount means the Portfolio Company Equity Investment Amount divided by the number of Securities on issue at the Record Date.

Prescribed Occurrence means the occurrence of any of the following between the date of this agreement and 8.00am on the Second Court Date:

- (a) any Target Group Entity converting all or any of its securities into a larger or smaller number of securities;
- (b) any Target Group Entity resolving to reduce its capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its securities;

- (c) any Target Group Entity, directly or indirectly, declaring, paying or distributing any dividend, bonus or other share of its profits or assets by way of dividend, other than to Target or an entity wholly owned by Target, capital reduction or otherwise (for the avoidance of doubt, other than the Distribution or any interest payable on the redeemable preference shares in MCAL issued to MCAT);
- (d) any Target Group Entity:
 - (i) entering into a buy-back agreement; or
 - (ii) resolving to approve the terms of a buy-back agreement under the Corporations Act or under the relevant law of the jurisdiction in which the relevant Target Group Entity is incorporated;
- (e) any Target Group Entity:
 - (i) issuing securities, or granting an option over its securities, or agreeing to make such an issue or grant such an option to any person;
 - (ii) issuing or agreeing to issue, securities or other instruments convertible into securities to any person,

other than the issue of securities as a result of or pursuant to Target's distribution and dividend reinvestment plan.
- (f) any Target Group Entity making any change to its constitution;
- (g) appointment of a liquidator, provisional liquidator or administrator of any Target Group Entity;
- (h) appointment of a receiver or receiver and manager in relation to the whole, or a substantial part, of the property of any Target Group Entity;
- (i) any Target Group Entity executing a deed of company arrangement;
- (j) any Target Group Entity acquiring or disposing of or agreeing to acquire or dispose of, or offering, proposing, or announcing a bid, or tendering for any business, assets, entity or undertaking, with a value in excess of \$50 million (except for EDSA Gouden Gids Acquisition);
- (k) any Target Group Entity creating, or agreeing to create, any mortgage, charge, lien or other encumbrance over a material asset other than any amendments to the Westpac Facility to facilitate the Schemes substantially in accordance with the Term Sheet;
- (l) any Target Group Entity entering into any contract or commitment requiring, or amending or agreeing to amend any contract such that the amendment would require, total payments in excess of \$50 million or which would have a material adverse effect on the Business as a whole;
- (m) any Target Group Entity entering into any new financing arrangement, agreement or instrument other than with members of the Target Group (irrespective of what form that accommodation takes), or amending the terms of any existing arrangement, agreement or instrument, pursuant to which financial indebtedness is, or may be, incurred, other than any amendments to the Westpac Facility to facilitate the Schemes substantially in accordance with the Term Sheet;
- (n) any Target Group Entity entering into any agreement, arrangement or transaction with respect to derivative instruments (including, but not limited to, swaps, futures contracts, forward commitments, commodity derivatives or options) or similar instruments, except

foreign currency hedges made in the ordinary course of business and in accordance with existing policy as at the date of this agreement;

- (o) any Target Group Entity resolving that it be wound up or the making of an application or order for its winding up or dissolution other than where the application or order (as the case may be) is set aside within 14 days but, in any event, prior to the Second Court Date;
- (p) the Court making an order for the winding up of any Target Group Entity;
- (q) any Target Group Entity ceasing, or threatening to cease to, carry on the business conducted as at the date of this agreement;
- (r) any Target Group Entity being or becoming unable to pay its debts when they fall due within the meaning of the Corporations Act (or under the relevant law of the jurisdiction in which the relevant Target Group Entity is incorporated) or being otherwise presumed to be insolvent under the Corporations Act (or under the relevant law of the jurisdiction in which the relevant Target Group Entity is incorporated);
- (s) Target failing to issue a certificate between 8.00am and 5.00pm on the date 1 Business Day before the MCAL Share Scheme Meeting to Bidder certifying that, as at the date of such certificate, there are no Excluded Liabilities in excess of \$10 million; and
- (t) any Target Group Entity authorising, committing or agreeing to take any of the actions referred to in paragraphs (a) to (s) above;

provided that a Prescribed Occurrence will not include a matter:

- (i) that is done in the ordinary course of business and consistent with past practice;
- (ii) that is required to be done or procured by Target pursuant to this agreement or the Schemes;
- (iii) the undertaking of which has been the subject of prior approval in writing by Bidder; or
- (iv) that has been disclosed by Target to Bidder in Annexure 7.

Record Date means 5.00pm on the fifth Business Day following the Effective Date, or such other date (after the Effective Date) as Target and Bidder may agree in writing.

Register means the stapled security register of Target kept pursuant to the Corporations Act.

Regulator's Draft means the draft of the Scheme Booklet in a form acceptable to both parties which is provided to ASIC for approval pursuant to section 411(2) of the Corporations Act.

Regulatory Approval has the meaning given in clause 3.1(a).

Regulatory Authority means:

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

Regulatory Review Period means the period from the date on which the Regulator's Draft is submitted to ASIC to the date on which ASIC provides a letter indicating whether or not it proposes to appear to make submissions, or will intervene to oppose the MCAL Share Scheme,

when the application made to the Court for orders under section 411(1) of the Corporations Act convening the Share Scheme Meetings to consider the Share Schemes is heard.

Reimbursement Fee means the actual costs (not including opportunity costs) reasonably incurred by or on behalf of Bidder up to a maximum of \$8 million.

Related Entity means, in relation to a party, any entity that is related to that party within the meaning of section 50 of the Corporations Act.

Representatives means, in relation to an entity:

- (a) each of the entity's Related Entities; and
- (b) each of its directors, officers, employees, contractors, advisers (including legal, financial and other expert advisers) and agents and including in the case of Target, any person provided to perform services for MCAML under a resources agreement with any of MCG and its Related Entities, but excluding the Independent Expert.

Required Consultation Period means the shorter of:

- (a) 5 Business Days after both parties becoming aware that clause 3.6(a)(i) or 3.6(a)(ii), as the case may be, is triggered; and
- (b) the period commencing at the time both parties become aware that clause 3.6(a)(i) or 3.6(a)(ii), as the case may be, is triggered and ending at 8.00am on the Second Court Date.

RG60 means Regulatory Guide 60 issued by ASIC on 4 August 1999 (as amended from time to time).

RG142 means Regulatory Guide 142 issued by ASIC on 4 August 1999 (as amended from time to time).

Scaleback Scrip Consideration means the Scaleback Multiplier multiplied by the total number of Securities held by the Securityholder rounded up or down to the nearest whole number of Bid Securities (with fractional entitlements of 0.5 or less rounded down to the nearest whole number of Bid Securities).

Scaleback Multiplier means the Bid Security Consideration Cap divided by the total number of Securities in respect of which a Scrip Election has been made (such number to be rounded down to 8 decimal places). The Scaleback Multiplier cannot be equal to or greater than one.

Scheme Booklet means the information to be despatched to all Securityholders, and approved by the Court and the Bermuda Court, in connection with the Schemes, including the Share Schemes, the Explanatory Statements, the Independent Expert's Report, the Deed Poll, the Supplemental Deed and the Notices of Meeting.

Scheme Consideration means, depending on the election or deemed election made by a Scheme Participant under clause 4.3 for each Security held by a Scheme Participant at the Record Date:

- (a) the Cash Consideration;
- (b) the Scrip Consideration; or
- (c) (if applicable) the Scaleback Scrip Consideration and the Allocated Cash Consideration divided by the total number of Securities held by a Scheme Participant at the Record Date.

Scheme Entity means:

- (a) in respect of the MCAL Share Scheme, MCAL;
- (b) in respect of the MCAIL Share Scheme, MCAIL;

- (c) in respect of the Trust Scheme, the trustee for the time being of MCAT being, as at the date of this agreement, MCAML.

Scheme Meeting Date Cash means the amount of cash and cash equivalents (including marketable securities and investments having a maturity of 90 days or less) of Target and its subsidiaries, excluding cash or cash equivalents held by any Portfolio Company or any subsidiary of a Portfolio Company, as at 5.00pm on the date two Business Days Prior to the MCAL Share Scheme Meeting, minus the Aggregate Distribution Amount.

Scheme Participant means each person who is a Securityholder as at 5.00pm on the Record Date.

Schemes means the Share Schemes and the Trust Scheme.

Scrip Consideration for each Security held by a Scheme Participant at the Record Date means one Bid Security.

Scrip Election means an election by a Scheme Participant who is not an Ineligible Overseas Securityholder to receive:

- (a) for each Security held by that Scheme Participant at the Record Date, Scrip Consideration; or
- (b) (if applicable) for the total number of Securities held by a Scheme Participant at the Record Date, the Scaleback Scrip Consideration and the Allocated Cash Consideration,

in accordance with clause 4.5. For the avoidance of doubt, an election made by an Ineligible Overseas Securityholder purporting to be a Scrip Election is of no effect.

Second Court Date means the first day on which an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the MCAL Share Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned or appealed application is heard.

Second Judicial Advice means confirmation from the Court under section 63 of the *Trustee Act 1925* (NSW) that, subject to Unitholders passing the Trust Scheme Resolutions, Target would be justified in acting upon the Trust Scheme Resolutions in doing all things and taking all necessary steps to put the Trust Scheme into effect.

Security means a stapled security comprising one MCAL Share, one MCAIL Share and one MCAT Unit.

Securityholder means each person who is registered in the Register as the holder of Securities.

Separate Trust means each trust established between the Escrow Trustee and a Scheme Participant under the escrow deed in accordance with clause 4.6.

Share Scheme Meetings means the MCAIL Share Scheme Meeting and the MCAIL Share Scheme Meeting.

Share Schemes means the MCAL Share Scheme and the MCAIL Share Scheme.

Shareholder means a MCAL Shareholder and a MCAIL Shareholder, and **Shareholders** means all of them.

Subscription Agreement means each of the Subscription Agreements dated on or around the date of this agreement entered into between each of the Investors and Macquarie Advanced Investment Partners G.P. Ltd, the general partner of MAIP.

Sunset Date means the date 6 months from the date of this agreement.

Superior Competing Transaction means a bona fide unsolicited Competing Transaction received by Target after the date of this agreement which the Independent Directors have determined, in good faith and acting reasonably after consultation with and the receipt of written advice from their external legal or financial advisers (if any), is:

- (a) reasonably capable of being completed, taking into account all aspects of the Competing Transaction and the person making it; and
- (b) more favourable to Securityholders (as a whole) than the Transaction, taking into account all the terms and conditions of the Competing Transaction.

Supplemental Deed means a deed poll under which Target will amend the MCAT Constitution, the form of which is contained in Annexure 5, with any alterations or conditions approved in writing by Bidder and Target.

Target means, together, MCAL, MCAIL and MCAT (acting through MCAML in its capacity as responsible entity of MCAT only), or any of them as the context requires. For the avoidance of doubt, no security in MCAML will become subject to the Schemes or any other transaction referred to in this agreement.

Target Announcement means the public announcement to be made by Target in the form of Annexure 1.

Target Board means the boards of directors of Target.

Target Group means MCAIL, MCAL and MCAT.

Target Group Due Diligence Information means all written information relating to Target Group or any members of Target Group that has been provided to Bidder before the date of this agreement.

Target Group Entity means each of Target, the Portfolio Companies, any Related Entity of Target or a Portfolio Company and any entity which either Target or a Portfolio Company controls or, in respect of an event which may constitute a Prescribed Occurrence, in relation to which Target or a Portfolio Company can control the occurrence of the relevant event.

Target Indemnified Parties means Target, its Related Entities and each of their respective Representatives.

Target Information means all information contained in the Scheme Booklet, but does not include the Bidder Information or the Independent Expert's Report that is included in or accompanies the Scheme Booklet.

Target Material Adverse Change means any event, occurrence or matter which occurs after the execution of this agreement in relation to Target or its business and which individually or when aggregated with all such events, occurrences or matters (after the execution of this agreement) results in any diminution or potential diminution in the value of:

- (a) the Net Asset Value of Target by an amount equal to \$80.9 million or more; or
- (b) EBITDA for a period of 12 months by an amount equal to \$33.0 million or more, other than:
 - (i) arising from any impairment of goodwill;
 - (ii) arising from any impairment to the value of Target's portfolio investments implied by the offer price under the Schemes of \$3.40 per Security (compared to the carrying value of Target's portfolio investments as at 31 December 2007);

- (iii) an event, occurrence or matter required to be done or procured by the Target Group pursuant to this agreement; or
- (iv) any changes made by the relevant industry body to accounting policies applied by Target,

provided that when calculating Net Asset Value or EBITDA for the purposes of determining whether a Target Material Adverse Change has occurred, any currency fluctuations between the date of this agreement and the point in time at which such determination is made shall be disregarded.

Target Reporting Documents means all reports, schedules, prospectuses, forms, statements, notices and other documents required to be filed with ASIC and ASX, including any information required by law to be filed by Listing Rule 3.1.

Term Sheet means the term sheet dated 6 June 2008 containing proposed amendments to the Westpac Facility provided by Target to Bidder on the date of this agreement.

Timetable means the indicative timetable for the implementation of the Transaction set out in Annexure 6.

Transaction means the acquisition by Bidder of all of the Securities by means of the Schemes in accordance with the terms of this agreement.

Trust Scheme means the arrangement, in accordance with Guidance Note 15, under which Bidder acquires all of the MCAT Units from Unitholders facilitated by amendments to the MCAT Constitution as set out in the Supplemental Deed, subject to the requisite Unitholder approvals.

Trust Scheme Meeting means the meeting of Unitholders convened by Target pursuant to clause 17.1 of the MCAT Constitution to consider the Trust Scheme Resolutions, and includes any adjournment of that meeting.

Trust Scheme Resolutions means the resolutions of Unitholders to approve the Trust Scheme including:

- (a) a resolution for the purposes of item 7 of section 611 of the Corporations Act to approve the acquisition of all the MCAT Units by Bidder; and
- (b) a resolution for the purposes of section 601GC(1) of the Corporations Act to approve amendments to the MCAT Constitution as set out in the Supplemental Deed.

Unitholder means each person who is registered in the Register as the holder of MCAT Units, and **Unitholders** means all of them.

Westpac Facility means the financing facility provided to Target under the Facility Agreement between MCAML, MCAL, MCAIL, Macquarie Capital Alliance International (2) Limited and Westpac Banking Corporation dated 30 August 2007 and amended from time to time before the date of this agreement.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (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 agreement, and a reference to this agreement 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 Sydney, Australia time;
- (g) a reference to a party is to a party to this agreement, 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.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Agreement to propose Schemes

2.1 Proposal of Schemes

- (a) Target will propose the Schemes upon and subject to the terms of this agreement.
- (b) Bidder will assist Target to propose the Schemes on and subject to the terms of this agreement.

3. Conditions

3.1 Conditions Precedent to implementation of the Schemes

The Schemes and the obligations of Bidder under clause 4.2 and the Deed Poll are subject to the satisfaction of the following Conditions Precedent (unless, to the extent capable, waived by a party in accordance with clause 3.2) on or prior to the Second Court Date (or such other date as specified in the relevant Condition Precedent):

- (a) **Regulatory Approvals:**
 - (i) **FIRB:** before 8.00am on the Second Court Date, the Treasurer of the Commonwealth of Australia either:
 - (A) has provided written advice or confirmation which is unconditional or subject only to conditions acceptable to Bidder (acting reasonably) stating

that there is no objection to Bidder acquiring the Securities pursuant to the Schemes; or

(B) has become, or is, precluded (at the date of this agreement or at any time before the Transaction becomes Effective) from making an order in respect of the acquisition of the Securities by Bidder pursuant to the Schemes

under FATA;

- (ii) **Antitrust approval:** before 8.00am on the Second Court Date, all applicable waiting periods (and any extensions to any such waiting periods), if any under any applicable foreign antitrust, competition or fair trade laws shall have expired or been otherwise terminated in respect of the Schemes;
- (iii) **ASIC modification regarding Unitholder voting:** before the date of the Trust Scheme Meeting, ASIC has granted a modification of Item 7 of section 611 of the Corporations Act, allowing Unitholders to vote in favour of the Trust Scheme Resolution for the purpose of Item 7 of section 611 or indicated in writing that such a modification will not be required;
- (iv) **ASIC relief regarding offer of MCAIL Shares:** before the date of dispatch of the Scheme Booklet, ASIC has granted relief from Chapter 6D, Division 5A of Part 7.9, and section 911A of the Corporations Act allowing for the offer of securities under the MCAIL Share Scheme; and
- (v) **Bermuda Monetary Authority approval:** approval of the Bermuda Monetary Authority of the acquisition of the MCAIL Shares by Bidder pursuant to the MCAIL Share Scheme,

(together **Regulatory Approvals**), and those approvals are given either unconditionally or on conditions that are acceptable to the parties acting reasonably;

- (b) **Court approval:** the Court approves the MCAL Share Scheme in accordance with section 411(4)(b) of the Corporations Act and the Trust Scheme by granting the Judicial Advice;
- (c) **Bermuda Court approval:** the Bermuda Court approves the MCAIL Share Scheme in accordance with section 99(2) of the Companies Act;
- (d) **Shareholder approval:** before 8.00am on the Second Court Date, Shareholders approve both Share Schemes at the Share Scheme Meetings by the requisite majorities under the Corporations Act and the Companies Act (as applicable);
- (e) **Unitholder approval:** before 8.00am on the Second Court Date, Unitholders approve the Trust Scheme Resolutions at the Trust Scheme Meeting by the requisite majorities under the Corporations Act and in accordance with Guidance Note 15 (subject to any exemption or modification granted by ASIC);
- (f) **Restraining orders:** as at 8.00am on the Second Court Date, no temporary restraining order, preliminary or permanent injunction or other legal restraint or prohibition restraining or prohibiting the Schemes is in effect;
- (g) **Prescribed Occurrence:** no Prescribed Occurrence occurs between the date of this agreement and 8.00am on the Second Court Date;
- (h) **Target Material Adverse Change:** no Target Material Adverse Change occurs between the date of this agreement and 8.00 am on the Second Court Date;

- (i) **Foreign Exchange Material Adverse Change:** as at 5.00pm on the third Business Day before the Second Court Date, the foreign exchange spot rate as reported by Bloomberg under the code 'AUDUSD Curncy' for AUD to USD is not greater than USD1.15 for AUD1;
- (j) **Director's recommendation:** before 8.00am on the Second Court Date, a majority of the Independent Directors do not:
 - (i) change or withdraw their recommendation to Securityholders as set out in clause 5.6; or
 - (ii) otherwise make any public statement that suggests that the Schemes are no longer so recommended;
- (k) **Target's representations and warranties:** the representations and warranties given by Target under clause 7.1 are true and correct in all respects, in each case at the times set out in clause 7.5 and a certificate confirming this is provided by Target to Bidder by 8.00 am on the Second Court Date;
- (l) **Bidder's representations and warranties:** the representations and warranties given by Bidder under clause 7.3 are true and correct in all respects, in each case at the times set out in clause 7.5 and a certificate confirming this is provided by Bidder to Target by 8.00 am on the Second Court Date;
- (m) **Target material breach:** before 8.00am on the Second Court Date, Target has not materially breached any provision of this agreement;
- (n) **Bidder material breach:** before 8.00am on the Second Court Date, Bidder has not materially breached any provision of this agreement;
- (o) **Termination of management agreements:** before 8.00am on the Second Court Date:
 - (i) MCAML and MCAIL agree to terminate the Advisory Agreement;
 - (ii) MCAML and MCAL agree to terminate the Management Services Agreement; and
 - (iii) each Scheme Entity agrees to terminate any other similar management arrangements,

in each case without any payment or ongoing obligations other than the payment of any fees accrued up until the termination of such agreement, with effect from the Implementation Date;
- (p) **Decline in FTSE 100 Index:** in the period between the date of this agreement and 8.00am on the Second Court Date, the FTSE 100 Index at the close of trading on the London Stock Exchange on any ten consecutive trading days is not 22.5% or more below its level as at the close of trading on the last trading day of the London Stock Exchange before the date of this agreement;
- (q) **Distribution guidance:** between 8.00am and 5.00pm on the date 2 Business Days before the MCAL Share Scheme Meeting, Target makes an announcement to Securityholders regarding guidance as to the amount of the Distribution; and
- (r) **Cash for payment of Distribution:** between 8.00am and 5pm on the date 1 Business Day before the MCAL Share Scheme Meeting, Target delivers to Bidder a certificate certifying that, on the date of such certificate, the Cash Amount is greater than or equal to the Aggregate Distribution Amount.

3.2 Waiver of Conditions Precedent

- (a) The Conditions Precedent in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived.
- (b) The Condition Precedent in clause 3.1(f) is for the joint benefit of Target and Bidder and any breach or non-fulfilment of that Condition Precedent may only be waived with the written consent of Target and Bidder.
- (c) The Conditions Precedent in clauses 3.1(g), 3.1(h), 3.1(i), 3.1(j), 3.1(k), 3.1(m), 3.1(o), 3.1(p), 3.1(q) and 3.1(r) are for the sole benefit of Bidder and any breach or non-fulfilment of those Conditions Precedent may only be waived with the written consent of Bidder.
- (d) The Conditions Precedent in clauses 3.1(l) and 3.1(n) are for the sole benefit of Target and any breach or non-fulfilment of those Conditions Precedent may only be waived with the written consent of Target.
- (e) A party entitled to waive the breach or non-fulfilment of a Condition Precedent pursuant to this clause 3.2 may, as between Target and Bidder, do so in its absolute discretion.

3.3 Reasonable endeavours to satisfy Conditions Precedent

Each party must use its reasonable endeavours to procure that:

- (a) each of the Conditions Precedent in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) is satisfied as soon as practicable after the date of this agreement or continues to be satisfied at all times until the last time it is to be satisfied (as the case may require); and
- (b) there is no occurrence within the control of a party (as the context requires) or their Related Entities that would prevent the Conditions Precedent being satisfied.

3.4 Pre implementation steps

Without limiting the generality of clause 3.3, each party must:

- (a) promptly apply for all relevant Regulatory Approvals required by it or its Related Entities to satisfy a Condition Precedent;
- (b) take all steps for which it is responsible as part of the Regulatory Approval process, including responding to requests for information at the earliest practicable time;
- (c) provide the other party with all information reasonably requested by the other party in connection with the application for any Regulatory Approval; and
- (d) procure that its Representatives work (including by attending meetings and by providing information) in good faith and in a timely and co-operative fashion with the other parties to satisfy the Conditions Precedent.

3.5 Notification obligations

- (a) Each party must:
 - (i) keep the other promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of the Conditions Precedent;
 - (ii) promptly notify the other if it becomes aware that a Condition Precedent has been satisfied; and
 - (iii) promptly notify the other of a failure to satisfy a Condition Precedent or of any event that will prevent a Condition Precedent being satisfied.
- (b) A party must give written notice to the other party as soon as reasonably practicable (and in any event before 5.00pm on the day before the Second Court Date) as to whether or not

it waives the breach or non-fulfilment of any Condition Precedent resulting from the occurrence of an event notified in accordance with 3.5(a)(iii), specifying the Condition Precedent in question.

- (c) A waiver of such breach or non-fulfilment in respect of one Condition Precedent of this agreement will not constitute:
 - (i) a waiver of breach or non-fulfilment of any other Condition Precedent of this agreement resulting from the same event; or
 - (ii) a waiver of breach or non-fulfilment of that Condition Precedent resulting from any other event.
- (d) Target and Bidder (as the case may be) must promptly after becoming aware advise each other orally and in writing of any change or event causing, or which, so far as can reasonably be foreseen, would cause:
 - (i) a representation or warranty provided by the party in this agreement to be false;
 - (ii) a breach or non-fulfilment of any of the Conditions Precedent; or
 - (iii) a material breach of this agreement by the party.

3.6 Conditions Precedent not met

- (a) If:
 - (i) there is a breach or non-fulfilment of a Condition Precedent which is not waived in accordance with this agreement; or
 - (ii) there is an act, failure to act, event or occurrence which will prevent a Condition Precedent being satisfied by the date specified in clause 3.1 for its satisfaction (and the breach or non-fulfilment of the Condition Precedent which would otherwise occur has not already been waived in accordance with this agreement),

Target and Bidder must consult in good faith with a view to:

- (iii) determining whether the Schemes or a transaction that results in Bidder having beneficial ownership of all Securities may proceed by way of alternative means or methods;
 - (iv) extending the time or date for satisfaction of the relevant Condition Precedent or Sunset Date; or
 - (v) changing the date of application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the MCAL Share Scheme or changing the date of application made to the Bermuda Court for an order under section 99(2) of the Companies Act approving the MCAIL Share Scheme, or adjourning either such application (as applicable) to another date agreed to in writing by Target and Bidder (being a date no later than five Business Days before the Sunset Date).
- (b) If Target and Bidder are unable to reach agreement under clause 3.6(a) within the Required Consultation Period:
 - (i) in respect of:
 - (A) the Conditions Precedent that cannot be waived in accordance with clause 3.2(a); or
 - (B) the Condition Precedent in clause 3.1(f),

either Target or Bidder; or

- (ii) in respect of all other Conditions Precedent, the party in respect of which the relevant Condition Precedent is for the benefit of,

may terminate this agreement by notice in writing to the other without incurring any liability to the other party because of that termination, unless the relevant occurrence or the breach or non fulfilment of the Condition Precedent arises out of a breach of clause 3.3 by the terminating party.

4. The transaction steps

4.1 Schemes

- (a) Target must propose:
 - (i) the Share Schemes to Shareholders; and
 - (ii) the Trust Scheme to Unitholders.
- (b) If the Schemes become Effective, then on the Implementation Date:
 - (i) all of the MCAL Shares and the MCAT Units held by Scheme Participants on the Record Date will be transferred to Bidder;
 - (ii) all of the MCAIL Shares held by Scheme Participants on the Record Date will be transferred to Bidder; and
 - (iii) each Scheme Participant will be paid the Scheme Consideration for each Security held by them at the Record Date.

4.2 Scheme Consideration

Bidder undertakes to Target (in its own right and as trustee on behalf of Scheme Participants) that subject to the terms and conditions of this agreement, if the Schemes become Effective, in consideration for the transfer to Bidder of each Security held by a Scheme Participant under the terms of the Schemes, Bidder will accept such transfer and Bidder will provide to each Scheme Participant the Scheme Consideration in accordance with the election made by the Scheme Participant as contemplated by clause 4.3 and in accordance with clauses 4.4 and 4.5 and the terms of the Schemes. To facilitate the provision of the Scheme Consideration, Bidder must:

- (a) for the Aggregate Cash Consideration payable to all Scheme Participants, procure before the Implementation Date the payment to a trust account operated by or on behalf of Target of an amount in cleared funds equal to the Aggregate Cash Consideration. The parties agree that, under the Schemes, Target will be obliged to pay these amounts to Scheme Participants who are receiving Cash Consideration or Allocated Cash Consideration; and
- (b) for the Aggregate Scrip Consideration payable to all Scheme Participants, procure that prior to the transfer of Securities to Bidder on the Implementation Date, Bidder issues the applicable Bid Securities to each applicable Scheme Participant in accordance with the terms of the Schemes.

4.3 Election mechanism

- (a) Target must ensure that the Explanatory Statement is accompanied by a form of election which provides for the matters set out in clause 4.3(b) under which each Securityholder is requested to elect one of the following:
 - (i) the Cash Election; or
 - (ii) the Scrip Election.

- (b) The form of election shall provide that:
- (i) subject to paragraph (vii), any valid election will apply to all of the Securities of the Scheme Participant as at the Record Date;
 - (ii) a valid election may be made by a Scheme Participant by returning the election form before 7.00pm on the Effective Date in writing to an address to be specified by Target in the Explanatory Statement;
 - (iii) an Ineligible Overseas Securityholder may not make a Scrip Election;
 - (iv) once made, a valid election by a Scheme Participant may be varied before 7.00pm on the Effective Date;
 - (v) if a valid election is not made by a Scheme Participant prior to 7.00pm on the Effective Date, that Scheme Participant will be deemed to have elected to receive Cash Consideration in respect of all Securities held by that Scheme Participant;
 - (vi) for Scheme Participants making a Scrip Election, such Scheme Participants agree to become members of Macquarie Advanced Investment Limited and Macquarie Advanced Investment International Ltd and unitholders of Macquarie Advanced Investment Trust and contribute the full amount of the Distribution in accordance with clause 4.6; and
 - (vii) in the manner considered appropriate by Target (acting reasonably), a Scheme Participant that holds one or more parcels of Securities as trustee or nominee for, or otherwise on account of, another person, may make separate elections in relation to each of those parcels of Securities.
- (c) Target must ensure that, to the extent reasonably practicable, Scheme Participants that have acquired Securities after the date of the despatch of the Explanatory Statement and up until the Effective Date can receive an election form on request to Target.
- (d) In order to facilitate the issue of the Bid Securities, Target must provide, or procure the provision, to Bidder, or a nominee of Bidder, details of the final elections made by each Scheme Participant, on the Business Day after the Effective Date.

4.4 Cash Consideration

If a Scheme Participant does not make a valid Scrip Election (whether or not the Scheme Participant makes a Cash Election) or the provisions of clause 4.5(c) apply then the Scheme Participant will be entitled to receive for each Security held by that Scheme Participant at the Record Date:

- (a) the Cash Consideration, which must be paid in the manner referred to in clause 4.2(a); and
- (b) the Distribution, payable by Target immediately before the actions in clause 4.1(b) take place on the Implementation Date.

4.5 Scrip Consideration

- (a) If a Scheme Participant makes a valid Scrip Election, then subject to clauses 4.5(b) and 4.5(c), the Scheme Participant will be entitled to receive for each Security held by that Scheme Participant at the Record Date:
 - (i) the Scrip Consideration, which is to be issued in the manner referred to in clause 4.2(b); and
 - (ii) the Distribution, payable in accordance with clause 4.6.

- (b) If, and only if, the valid Scrip Elections received from Scheme Participants would result in a number of Bid Securities in excess of the Bid Security Consideration Cap being required to be issued to Scheme Participants pursuant to clause 4.5(a), the Scheme Participant will be entitled to receive in lieu of the Scrip Consideration:
 - (i) Allocated Cash Consideration, which is to be paid in the manner referred to in clause 4.2(a); and
 - (ii) the Scaleback Scrip Consideration, which is to be issued in the manner referred to in clause 4.2(b).
- (c) In the event that valid Scrip Elections are received from Scheme Participants in respect of less than 12,297,959 Securities, all Scheme Participants will receive Cash Consideration for each Security held by that Scheme Participant at the Record Date, which must be paid in the manner referred to in clause 4.2(a), and no Scheme Participants will be entitled to receive any Scrip Consideration and clause 4.6 will not apply.
- (d) The parties acknowledge and agree that the principle of this clause 4.5 is that Bidder will, under the Scheme, not issue an aggregate number of Bid Securities which is greater than the Bid Security Consideration Cap (other than to take into account any applicable rounding in accordance with clause 4.2(b)), and clause 4 of this deed is to be interpreted accordingly.

4.6 Escrow of Distribution for Scheme Participants making Scrip Election

- (a) Target must ensure that each of the Schemes contains provisions substantially to the effect of the following:
 - (i) subject to clause 4.5(c), each Scheme Participant who has made a valid Scrip Election:
 - (A) directs Target to, immediately before the actions in clause 4.1(b) take place on the Implementation Date, pay the Distribution payable to that Scheme Participant (or, where clause 4.5(b) applies, that part of the Distribution equal to the Distribution per Security multiplied by the number of Bid Securities that the Scheme Participant is to receive under the Schemes) (**Escrow Amount**) to the Escrow Trustee, and such Escrow Amount is to be:
 - (I) held by the Escrow Trustee on a Separate Trust for the Scheme Participant at a reasonable rate of interest and in accordance with the terms and conditions of the Escrow Deed governing the escrow arrangement; and
 - (II) paid to, or for the benefit of, the Scheme Participant as set out below;
 - (B) appoints the Scheme Entity as the agent and attorney for the Scheme Participant and directs the Scheme Entity in that capacity to direct the Bid Fund Investment Manager to:
 - (I) direct the Escrow Trustee to pay the net amount of all interest accrued on the Escrow Amount (after deduction of the Scheme Participant's pro rata share of all reasonable costs, expenses and outgoings of the Escrow Trustee) to the Scheme Participant and to do so at least once in each period commencing on 1 July in any year and ending on 30 June in the following year;

- (II) certify to the Escrow Trustee that all holders of Bid Securities are subject to a Further Capital Investment Requirement of a particular amount per Bid Security (**FCIR Amount**), to pay, from (but not exceeding) the remainder of the Escrow Amount then held by the Escrow Trustee, an amount equal to:

$$\frac{FCIR\ Amount}{Distribution\ per\ Security} \times original\ amount\ of\ the\ Escrow\ Amount$$

promptly to Bidder, or as directed by Bidder, on behalf of the Scheme Participant;

- (III) if, from time to time, the Bid Fund Investment Manager certifies to the Escrow Trustee that a particular amount per Bid Security (**Return Amount**) from the remainder of the Escrow Amount should be paid to the Scheme Participant, pay, from (but not exceeding) the remainder of the Escrow Amount then held by the Escrow Trustee, an amount equal to:

$$\frac{Return\ Amount}{Distribution\ per\ Security} \times original\ amount\ of\ the\ Escrow\ Amount$$

promptly to the Scheme Participant; and

- (IV) if either:

- (1) the Bid Fund Investment Manager certifies to the Escrow Trustee that the remainder of the Escrow Amount should be paid to Scheme Participants; or
- (2) any part of the Escrow Amount is still held on the Escrow Sunset Date,

pay the remainder of the Escrow Amount then held by the Escrow Trustee and the net amount of all interest then accrued on the Escrow Amount (after deduction of the Scheme Participant's pro rata share of all reasonable costs, expenses and outgoings of the Escrow Trustee) promptly to the Scheme Participant;

- (C) undertakes to the Scheme Entity on its own behalf and as trustee for Bidder not to withdraw or amend the directions given to the Escrow Trustee under clauses 4.6(a)(i)(A) and 4.6(a)(i)(B);

- (ii) the amount payable to the Escrow Trustee by a particular Scheme Entity in respect of an Escrow Amount will be a proportion of the Escrow Amount equal to the proportion of the Distribution paid or payable by that Scheme Entity.

- (b) It is the fundamental intention of Bidder and each Scheme Participant that:

- (i) each Separate Trust, the Beneficial Interest and the Escrow Amount to which each Separate Trust relates be kept distinct from each other Separate Trust, Beneficial Interest and Escrow Amount; and
- (ii) there should be no pooling of any of the interests or property referred to in paragraph (i) nor should any one or more Separate Trusts constitute a managed investment scheme.

- (c) Bidder will do all things necessary to lawfully give effect to the arrangements described in clause 4.6(a).

4.7 Timetable

The parties acknowledge the Timetable as an indicative timetable.

5. The Schemes

5.1 Target's obligations in relation to the Schemes

Target must execute all documents and do all acts and things within its power as may be necessary or desirable for the implementation and performance of the Schemes on a basis consistent with this agreement and substantially in accordance with the Timetable, and in particular (but without limitation) Target must:

- (a) **draft Scheme Booklet:** use its reasonable endeavours to prepare a draft of the Scheme Booklet in accordance with all applicable laws and in particular with the Corporations Act, RG60, RG142 and the Listing Rules;
- (b) **commission Independent Expert's Report:** promptly appoint an Independent Expert to provide a report for inclusion in the Scheme Booklet stating whether in its opinion:
 - (i) the MCAL Share Scheme is in the best interests of MCAL Shareholders;
 - (ii) the MCAIL Share Scheme is in the best interests of MCAIL Shareholders; and
 - (iii) the Trust Scheme is fair and reasonable to Unitholders;and Target must provide any assistance and information reasonably requested by the Independent Expert to enable it to prepare its report;
- (c) **commission report regarding related entity transactions:** promptly appoint an independent expert to provide a report stating whether in its opinion the fees payable, and the payment of returns, by MAIP and all other arrangements with Macquarie Group Limited or any of its Related Entities in relation to structuring of the Transaction are on arms length terms, and Target must provide any assistance and information reasonably requested by the independent expert to enable it to prepare its report;
- (d) **consultation with Bidder:** as soon as practicable after the date of this agreement:
 - (i) provide to Bidder drafts of the Scheme Booklet for the purpose of enabling Bidder to review and comment on that draft document;
 - (ii) consider, in good faith, the comments made by Bidder and its Representatives when producing any revised drafts of the Scheme Booklet;
 - (iii) consult with Bidder as to the content and presentation of the Scheme Booklet and this consultation must include obtaining Bidder's consent (which it must not unreasonably withhold or delay) to the inclusion of the Bidder Information; and
 - (iv) provide Bidder with a final draft of the Scheme Booklet (including the final draft of the Independent Expert's Report) within a reasonable time to enable Bidder to review and comment on the Regulator's Draft before its submission to ASIC in accordance with clause 5.1(g);
- (e) **Regulatory Approvals:**
 - (i) as soon as practicable after the date of this agreement, apply to ASIC for a modification to the Corporations Act to enable all Unitholders (other than MCAML and its Related Entities) to vote on the Trust Scheme Resolution

pursuant to section 611 Item 7 of the Corporations Act to approve the acquisition of all the MCAT Units by Bidder;

- (ii) as soon as practicable after the date of this agreement and in any case before the dispatch of the Scheme Booklet, apply to ASIC for relief from Chapter 6D, Division 5A of Part 7.9, and section 911A of the Corporations Act allowing for the offer of securities under the MCAIL Scheme;
- (iii) promptly apply to the Bermuda Monetary Authority for approval of the acquisition of the MCAIL Shares by Bidder pursuant to the MCAIL Share Scheme; and
- (iv) promptly prepare and make all filings required (if any) under any applicable foreign antitrust, competition or fair trade laws;
- (f) **approval of Regulator's Draft:** procure that the Independent Directors approve the Regulator's Draft as being in a form appropriate for provision to ASIC for review;
- (g) **liaise with ASIC:** provide a copy of the Regulator's Draft to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act and liaise with ASIC throughout the Regulatory Review Period;
- (h) **keep Bidder informed:** during the Regulatory Review Period, keep Bidder informed of any matters raised by ASIC in connection with the Scheme Booklet or the Schemes and, in co-operation with Bidder to the extent necessary, seek to resolve any such matters;
- (i) **approval of Scheme Booklet:** procure that a meeting of the Target Board is convened to consider approving the Scheme Booklet for dispatch to the Securityholders, subject to approval of the Court;
- (j) **Court direction and advice:** apply to:
 - (i) the Court for:
 - (A) orders under section 411(1) of the Corporations Act directing Target to convene the Share Scheme Meeting to consider the MCAL Share Scheme; and
 - (B) the First Judicial Advice; and
 - (ii) the Bermudian Court seeking leave to convene the MCAIL Share Scheme Meeting to place the MCAIL Share Scheme before MCAIL Shareholders;
- (k) **registration of Scheme Booklet:** request ASIC to register the Explanatory Statement included in the Scheme Booklet in relation to the MCAL Share Scheme in accordance with section 412(6) of the Corporations Act;
- (l) **section 411(17)(b) Statement:** apply to ASIC for the production of a statement pursuant to section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the MCAL Share Scheme;
- (m) **Share Scheme Meetings:** convene the Share Scheme Meetings in accordance with any orders which are made by:
 - (i) the Court pursuant to section 411(1) of the Corporations Act in respect of the MCAL Share Scheme; and
 - (ii) the Bermuda Court pursuant to section 99(1) of the Companies Act in respect of the MCAIL Share Scheme;

- (n) **Trust Scheme Meeting:** convene the Trust Scheme Meeting to be held on the same day but after the time for the Share Scheme Meetings in accordance with Guidance Note 15, the First Judicial Advice, the MCAT Constitution and the Corporations Act;
- (o) **Access to information; co-operation:** from the date of this agreement up to (subject to the Schemes being approved by the necessary majorities of Scheme Participants) the Implementation Date, provide to Bidder and its authorised Representatives reasonable access during normal business hours to employees, offices and other facilities, and to the books and records of Target for the purpose of implementing the Transaction and in connection with any financing (if any) undertaken by Bidder in connection with the Transaction;
- (p) **court approval of Share Schemes:** if Shareholders approve the Share Schemes at the Share Scheme Meetings, and all the Conditions Precedent have been satisfied or waived, apply to the Court for orders approving the MCAL Share Scheme under section 411(4) of the Corporations Act and apply to the Bermuda Court for orders approving the MCAIL Share Scheme under section 99(2) of the Companies Act;
- (q) **Second Judicial Advice:** if Unitholders approve the Trust Scheme Resolutions at the Trust Scheme Meeting, and all the Conditions Precedent have been satisfied or waived, and on the same day it applies to the Court for approval of the MCAL Share Scheme under clause 5.1(p), apply to the Court for the Second Judicial Advice;
- (r) **lodge copy of Court orders:** if the Court makes orders under section 411(4) of the Corporations Act approving the MCAL Share Scheme, lodge with ASIC an office copy of the orders of the Court approving the MCAL Share Scheme under section 411(10) of the Corporations Act on the day such office copy is received or such later date as agreed in writing by Bidder;
- (s) **file copy of Bermuda Court orders:** if the Bermuda Court makes an order under section 99(2) of the Companies Act approving the MCAIL Share Scheme, lodge a copy of the order with the Registrar of Companies in Bermuda before 5.00pm Bermuda time on the day such copy is received or such later date as agreed in writing by Bidder;
- (t) **lodge copy of Supplemental Deed:** if the Court gives the Second Judicial Advice, and on the same day as Target lodges an office copy of the orders of the Court approving the MCAL Share Scheme under clause 5.1(r), lodge with ASIC a copy of the executed Supplemental Deed;
- (u) **registration:** if the Court makes orders under section 411(4) of the Corporations Act approving the MCAL Share Scheme and gives the Second Judicial Advice:
 - (i) register all transfers of Securities to Bidder as soon as practicable after the Implementation Date;
 - (ii) close the Register as at the Record Date to determine the identity of Scheme Participants and their entitlements to the Scheme Consideration;
 - (iii) execute proper instruments of transfer of and effect and register the transfer of the Securities in accordance with the Schemes; and
 - (iv) do all other things contemplated by or necessary to give effect to the Schemes and the orders of the Court and to effect the transfer of the Securities to Bidder.
- (v) **information:** provide all necessary information, or have the share registrar of Target provide all necessary information, in each case in a form reasonably requested by Bidder,

about the Schemes and Securityholders to Bidder which Bidder reasonably requires in order to:

- (i) canvass approval of the Scheme by, or discuss the Scheme with, Securityholders (including the results of directions by Target to Securityholders under Part 6C.2 of the Corporations Act); or
 - (ii) facilitate the provision by Bidder of the Scheme Consideration.
- (w) **Bidder Information:** obtain written approval from Bidder (not to be unreasonably withheld or delayed) in respect of the form and content in which the Bidder Information appears in the Scheme Booklet;
- (x) **misleading information:** from the dispatch of the Scheme Booklet to Target Securityholders until the date of the Scheme Meetings, promptly inform Bidder if it becomes aware that the Scheme Booklet contains a statement which is misleading or deceptive in a material respect or contains a material omission;
- (y) **listing:** Target must not do anything to cause the Securities to cease being quoted on ASX or to become permanently suspended from quotation prior to completion of the Transaction unless Bidder has agreed in writing;
- (z) **MCAML Shares:** before the Implementation Date, procure that MCAL buy-backs all MCAML Shares in accordance with its constitution and the Corporations Act and procure that MCAIL redeems or buy-backs all MCAML Shares in accordance with its constitution; and
- (aa) **appeal process:** if the Court or the Bermuda Court refuses to make any orders directing Target to convene the Share Scheme Meetings or approving the Share Schemes, appeal that decision to the fullest extent possible (except to the extent that the parties agree otherwise, or an independent Queen's Counsel or Senior Counsel appointed jointly by both Target and Bidder indicates that, in his or her view, an appeal would have no reasonable prospect of success). If such an appeal is undertaken by Target then, unless the parties otherwise agree in writing, Bidder and Target will bear Target's reasonable costs of the appeal equally.

5.2 Bidder's obligations in relation to the Schemes

Bidder must execute all documents and do all acts and things within its power as may be necessary or desirable for the implementation and performance of the Schemes on a basis consistent with this agreement and substantially in accordance with the Timetable, and in particular Bidder must (without limitation):

- (a) **Deed Poll:** prior to the first Court hearing referred to in clause 5.1(j)(i)(A), execute the Deed Poll and deliver to Target a copy of the Deed Poll that has been duly executed by Bidder;
- (b) **Bidder Information:** prepare and provide to Target all information in relation to Bidder that is required to be included in the Scheme Booklet to comply with applicable laws (and in particular with the Corporations Act, RG60, RG142 and the Listing Rules) relevant to that information (**Bidder Information**);
- (c) **assist Independent Expert:** subject to the Independent Expert entering into arrangements with Bidder including in relation to confidentiality in a form reasonably acceptable to Bidder, provide any assistance and information reasonably requested by the Independent Expert to enable it to prepare its report to be sent together with the Scheme Booklet;

- (d) **consultation with Target:** as soon as practicable after the date of this agreement:
 - (i) provide to Target a draft of the Bidder Information for the purpose of enabling Target to review and comment on that draft document;
 - (ii) consider the comments made by Target and its Representatives when producing a revised draft of the Bidder Information; and
 - (iii) provide Target with a revised draft of the Bidder Information within a reasonable time before the Regulator's Draft is finalised and to enable Target to review it before the Regulator's Draft's submission;
- (e) **review drafts of Scheme Booklet:** as soon as practicable after delivery, review drafts of the Scheme Booklet prepared by Target and provide comments on those drafts in good faith;
- (f) **Regulatory Approvals:**
 - (i) promptly apply to the Treasurer of the Commonwealth of Australia for approval of the acquisition of the Securities by Bidder pursuant to the Schemes under FATA; and
 - (ii) promptly prepare and make all filings required (if any) under any applicable foreign antitrust, competition or fair trade laws;
- (g) **approval of Regulator's Draft:** as soon as practicable after finalisation of an advanced draft of the Regulator's Draft suitable for review by ASIC, procure that a meeting of the appropriate decision making organ of Bidder is convened to consider the Bidder Information as being in a form appropriate for provision to ASIC for review;
- (h) **approval of Scheme Booklet:** as soon as practicable after the end of the Regulatory Review Period, procure that a meeting of the appropriate decision making organ of Bidder is convened to consider approving the Bidder Information appropriate for dispatch to the Securityholders, subject to the approval of the Court;
- (i) **representation:** procure that it has separate representation by counsel at the Court hearings convened for the purposes of section 411(1) and 411(4)(b) of the Corporations Act and for the purposes of the Judicial Advice, at which, through its counsel, Bidder will undertake (if requested by the Court) to do all such things and take all such steps within its power as may be necessary in order to ensure the fulfilment of its obligations under this agreement and the Schemes;
- (j) **Scheme Consideration:** if the Schemes become Effective, provide the Scheme Consideration in accordance with clause 4.2 and the Deed Poll prior to the Implementation Date.

5.3 Scheme Booklet

- (a) The Scheme Booklet will include a statement:
 - (i) by Target that the Bidder Indemnified Parties are not responsible for any information contained in the Scheme Booklet other than the Bidder Information; and
 - (ii) by Bidder that Bidder is, and Target Indemnified Parties are not, responsible for any Bidder Information.
- (b) Target must undertake due diligence and verification processes for the purposes of complying with clause 5.1(i).

- (c) Bidder must undertake due diligence and verification processes for the purposes of complying with clause 5.2(h).
- (d) Bidder must provide its written consent to the form and content in which the Bidder Information appears in the Scheme Booklet prior to Target providing a copy of the Regulator's Draft to ASIC for its review under clause 5.1(g) and must not withdraw that consent.
- (e) The parties must promptly inform the other if they have any reason to believe that any information in the Scheme Booklet is misleading or deceptive in any material respect (whether by omission or otherwise).

5.4 Good faith co-operation

Each party must procure that its Representatives work (including by attending meetings and by providing information) in good faith and in a timely and co-operative fashion with the other parties to implement the Schemes and to prepare all documents required relating to the Schemes.

5.5 Access to information

- (a) Between the date of this agreement and the Implementation Date, Target must provide Bidder with reasonable access to the records, premises and key personnel of Target Group at times mutually agreed in order to enable Bidder to be kept reasonably updated regarding the business of the Target and to allow Bidder to plan for the transition of the business of Target when the Transaction completes.
- (b) Bidder may provide to Investors any information it obtains from Target in accordance with clause 5.5(a).

5.6 Target Board Recommendation

- (a) The Scheme Booklet will state that each of the Independent Directors recommends that Securityholders approve the Schemes, in the absence of a Superior Competing Transaction, except in the circumstances set out in paragraphs (b)(iii) or (b)(iv) below.
- (b) Target will procure that the Independent Directors will:
 - (i) unanimously recommend that the Securityholders approve the Schemes in the absence of Superior Competing Transaction and not withdraw such recommendation once made;
 - (ii) not make any public statement that suggests that the Schemes are no longer so recommended,
 unless:
 - (iii) the Independent Expert opines that either of the Share Schemes is not in the best interests of Shareholders or the Trust Scheme is not fair and reasonable to Unitholders, including in any update to its report; or
 - (iv) the Independent Directors determine in good faith and acting reasonably, after receiving written advice from its external legal and financial advisers (if any), that continuing to comply with this clause would or would be likely to constitute a breach of a director's fiduciary or statutory obligations (including because any Competing Transaction constitutes a Superior Competing Transaction).

5.7 Appointment of Directors

On the Implementation Date, after the Scheme Consideration has been paid to Scheme Participants, Target will procure that all directors on the Target Board resign and the nominees of Bidder are appointed as directors of Target.

6. Conduct of business

6.1 Conduct of business by Target

From the date of this agreement until the Implementation Date, Target Group must:

- (a) conduct its business in the usual and ordinary course of business consistent with past practice; and
- (b) not do, or omit to do, anything that will, or is likely to, result in the occurrence of a Prescribed Occurrence,

unless Bidder has given its prior written consent (which Bidder must not unreasonably withhold or delay, and, in exercising this discretion, Bidder may have regard to its own interests).

6.2 Permitted activities

Nothing in clause 6.1 restricts Target Group from:

- (a) doing anything that is required by this agreement; or
- (b) doing anything that is disclosed in Annexure 7,

or requires Target or Bidder to act at the direction of the other. The business of each party will continue to operate independently of the other until the Implementation Date.

7. Representations, warranties and undertakings

7.1 Target representations and warranties

Target represents and warrants to Bidder (on its own behalf and separately as trustee or nominee for each Bidder Indemnified Party) that:

- (a) **incorporation:**
 - (i) in the case of MCAL and MCAIL, each is a body corporate validly existing under the laws of its place of incorporation; and
 - (ii) in the case of MCAT, it is validly established and registered under Part 5C of the Corporations Act;
- (b) **power:**
 - (i) MCAL and MCAIL have the corporate power to enter into and perform or cause to be performed its obligations under this agreement and to carry out the transactions contemplated by this agreement; and
 - (ii) MCAML in its capacity as responsible entity of MCAT has the power and authority in its capacity as responsible entity of MCAT to enter into and perform or cause to be performed its obligations under this agreement and to carry out the transactions contemplated by this agreement;
- (c) **corporate authorisations:** each Scheme Entity has taken all necessary corporate action to authorise the entry into of this agreement and has taken all necessary corporate action to authorise the performance of this agreement and to carry out the transactions contemplated by this agreement;
- (d) **binding obligations:** subject to laws generally affecting creditors' rights and principles of equity, this agreement is valid and binding upon each Scheme Entity;
- (e) **solvency:** each Scheme Entity is solvent and no resolutions have been passed nor has any other step been taken or legal proceedings commenced or threatened against any of them

for their winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of their assets;

- (f) **no default:** except as disclosed by Target to Bidder in Annexure 7 this agreement does not conflict with or result in the breach of or default under any provision of its constitutions or any material term or provision of any material agreement or any writ, order or injunction, judgement, law, rule, regulation or instrument to which a Scheme Entity is party or subject;
- (g) **disclosure:** Target is not in breach of its continuous disclosure obligations under the Listing Rules and is not relying on the carve-out in Listing Rule 3.1A to withhold any information from disclosure;
- (h) **issued securities:** the issued Securities as of the date of this agreement are 245,959,183 Securities and it has not issued or agreed to issue any other securities, options or instruments which may convert into Securities other than:
 - (i) 54,949,189 redeemable preference shares in MCAL issued to MCAT (with accumulated interest on such redeemable preference shares being \$18,217,866 as at 30 April 2008);
 - (ii) one A share in MCAL issued to MCAML in its capacity as manager of MCAL;
 - (iii) one B share in MCAL issued to MCAML in its capacity as responsible entity of MCAT;
 - (iv) one A share in MCAIL issued to MCAML in its capacity as manager of MCAIL; and
 - (v) one B share in MCAIL issued to MCAML in its capacity as responsible entity of MCAT;
- (i) **interest:** any company, partnership, trust or other enterprise which Target or any Related Entity owns or has an interest in is as set out in the Target Reporting Documents;
- (j) **restrictions on business activities:** there is no judgment, injunction, order or decree binding on Target or (so far as Target is aware) any Target Group Entity that has or would be likely to have the effect of prohibiting, restricting or materially impairing after the Effective Date any business of such Target Group Entity as presently being conducted;
- (k) **litigation:** so far as Target is aware:
 - (i) there are no material actions, suits, arbitrations, legal or administrative proceedings pending against any Target Group Entity;
 - (ii) no Target Group Entity is the subject of any pending investigation which is material; and
 - (iii) no Target Group Entity, nor the respective assets, properties or business of any Target Group Entity, is subject to any judgment, order, writ, injunction or decree of any court, Government Agency or arbitration tribunal;
- (l) **compliance:** Target is not aware of any material breach by any Target Group Entity of any Australian and foreign laws and regulations applicable to them or orders of Australian and foreign Government Agencies having jurisdiction over them and have all material licenses, permits and franchises necessary for them to conduct their respective businesses as presently being conducted;

- (m) **no ASIC/ASX determination:** as at the date of this agreement, neither ASIC nor ASX (as applicable) has made a determination against Target for any contravention of the requirements of the Corporations Act or the Listing Rules or any rules, regulations or policy statements under the Corporations Act or the Listing Rules; and
- (n) **financial statements:** so far as Target is aware, there has not been any event, change, effect or development which would require Target to restate its financial statements as disclosed to ASX.

7.2 Target undertakings

Target undertakes to Bidder that:

- (a) **Target Information:** as at the date of the Scheme Booklet, Target Information will:
 - (i) comply in all material respects with the requirements of the Corporations Act, the Listing Rules, RG60 and RG142; and
 - (ii) not contain any material statement which is misleading or deceptive, nor will there be any material omission from the Target Information, having regard to applicable disclosure requirements;
- (b) **updating information:** as a continuing obligation, it will provide Bidder all such further or new information which may arise after the date of the Scheme Booklet until the Second Court Date of the Meetings which may be necessary to ensure there would be no breach of clause 7.2(a) if it applied as at the date upon which that information arose; and
- (c) **provision of information to Independent Expert:** all information provided by or on behalf of Target to the Independent Expert to enable the Independent Expert's Report to be included in the Scheme Booklet will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purpose of preparing the Independent Expert's Report.

7.3 Bidder representations and warranties

Bidder represents and warrants to Target (on its own behalf and separately as trustee or nominee for each Target Indemnified Party) that:

- (a) **incorporation:** it is a body corporate validly existing under the laws of its place of incorporation;
- (b) **power:** it has the corporate power to enter into and perform or cause to be performed its obligations under this agreement and the Deed Poll and to carry out the transactions contemplated by this agreement and the Deed Poll;
- (c) **corporate authorisations:** it has taken all necessary corporate action to authorise the entry into of this agreement and the Deed Poll and has taken all necessary corporate action to authorise the performance of this agreement and the Deed Poll and to carry out the transactions contemplated by this agreement and the Deed Poll;
- (d) **binding obligations:** subject to laws generally affecting creditors' rights and principles or equity, this agreement is valid and binding upon it;
- (e) **solvency:** it is solvent and no resolutions have been passed nor has any other step been taken or legal proceedings commenced or threatened against it for its winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its assets;
- (f) **no default:** this agreement does not conflict with or result in the breach of or default under any provision of Bidder's constitution or any material term or provision of any

material agreement or any writ, order or injunction, judgement, law, rule, regulation or instrument to which Bidder is party or subject; and

- (g) **no outstanding regulatory approvals:** no regulatory approvals (other than the Regulatory Approvals) are required to permit Bidder to acquire the Securities upon implementation of the Schemes.

7.4 Bidder undertakings

Bidder undertakes to Target that:

- (a) **Bidder Information:** Bidder Information to be provided in accordance with this agreement and included in the Scheme Booklet, as at the date of the Scheme Booklet, will:
 - (i) to the extent they apply, comply in all material respects with the requirements of the Corporations Act, the Listing Rules, RG60 and RG142; and
 - (ii) not contain any material statement which is misleading or deceptive, nor will there be any material omission from the Bidder Information, having regard to applicable disclosure requirements;
- (b) **updating information:** as a continuing obligation, it will provide Target all such further or new information which may arise after the date of the Scheme Booklet until the date of the Meetings which may be necessary to ensure there would be no breach of clause 7.4(a) if it applied on the date on which the information arose; and
- (c) **provision of information to the Independent Expert:** all information provided by or on behalf of Bidder to the Independent Expert to enable the Independent Expert's Report to be included in the Scheme Booklet will be provided in good faith and on the understanding that the Independent Expert will rely on the information for the purpose of preparing the Independent Expert's Report.

7.5 Timing of representations and warranties

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

- (a) at the date of the agreement and at 8.00am on the Second Court Date; or
- (b) where expressed, at the time at which the representation or warranty is expressed to be given.

7.6 Survival of representations and warranties

Each representation and warranty in clauses 7.1 and 7.3:

- (a) is severable;
- (b) will survive the termination of this agreement; and
- (c) is given with the intent that liability under them will not be confined to breaches which are discovered prior to the date of termination of this agreement.

8. Indemnities

8.1 Target Indemnity

Target:

- (a) indemnifies, and will keep indemnified, the Bidder Indemnified Parties from and against all Liabilities that any of the Bidder Indemnified Parties suffer or incur by reason of any breach of any representation or warranty in clause 7.1 or breach of any undertakings in clause 7.2; and

- (b) acknowledges that the benefit of this indemnity is held on trust by Bidder for the benefit of each Bidder Indemnified Party that is not party to this agreement.

8.2 Bidder Indemnity

Bidder:

- (a) indemnifies, and will keep indemnified, Target Indemnified Parties from and against all Liabilities that any of Target Indemnified Parties suffer or incur by reason of any breach of any representation or warranty in clause 7.3 or breach of any undertakings in clause 7.4; and
- (b) acknowledges that the benefit of this indemnity is held on trust by Target for the benefit of each Target Indemnified Party that is not party to this agreement.

9. Directors & Officers insurance and reliance

9.1 Directors and Officers insurance

- (a) Subject to the Schemes becoming Effective, Bidder undertakes that it will procure that Target complies with the deeds of indemnity, access and insurance made by it in favour of its directors and officers at the date of this agreement.
- (b) This clause 9 is subject to any Corporations Act restriction and will be read down accordingly.
- (c) Target receives and holds the benefit of this clause 9 to the extent it relates to each Target Indemnified Party as trustee for them.
- (d) Subject to the Schemes becoming Effective, Target undertakes that it will in respect of all directors and officers of Target and each member of Target Group immediately prior to the Schemes becoming Effective (**Retired Directors**), prepay before the Implementation Date directors and officers insurance for their benefit for a period of 7 years from the retirement date of each Retired Director, provided it is on commercially reasonable terms with a reputable insurer at current coverage levels as disclosed to Bidder prior to entry into this agreement. That policy must include a term that the policy cannot be cancelled unless the insured consents to the cancellation.

9.2 Due diligence investigations

Without prejudice to Bidder's rights, including in respect of any representations and warranties given to the Bidder Indemnified Parties under this agreement, Bidder acknowledges on its own behalf and on behalf of each of its Representatives that:

- (a) prior to entry into this agreement, it and its Representatives have undertaken and concluded due diligence investigations in relation to Target and have conducted discussions with Target and certain of its Representatives; and
- (b) in the course of those investigations and the negotiations and discussions prior to entry into this agreement, Target and its Representatives have provided Target Group Due Diligence Information to Bidder.

9.3 Forward looking information

Bidder acknowledges on its own behalf and on behalf of each of its Representatives that each of Target and its Representatives (unless otherwise agreed in writing with Target and its Representatives) makes no representation or warranty in respect of any forward looking information, as to the reasonableness of any such information or the accuracy, completeness or relevance of any assumptions underlying any such information (and Bidder expressly acknowledges that all such information is necessarily a matter of opinion, is inherently uncertain

and subject to change and, when provided, did not take into account any investment criteria or other considerations that may have determined or influenced the decision of Bidder to enter into this agreement).

9.4 Own enquiries

Without prejudice to Bidder's rights, including in respect of any representations and warranties given to the Bidder Indemnified Parties under this agreement, Bidder hereby acknowledges and agrees on its own behalf and on behalf of each of its Representatives, that:

- (a) Bidder has made its own independent assessment of all Target Group Due Diligence Information;
- (b) in relation to forward looking information:
 - (i) there are uncertainties inherent in attempting to prepare the forward looking information and Bidder is familiar with these uncertainties;
 - (ii) Bidder is taking full responsibility for making its own evaluation of the adequacy and accuracy of all forward looking information (including the reasonableness of any assumptions and contingencies which may affect the forward looking information); and
 - (iii) neither Target nor any of its officers or employees is liable under any claim arising out of or in connection with any party's use or disclosure of any such forward looking information.

9.5 Acknowledgments

- (a) Target acknowledges and agrees with Bidder that:
 - (i) the warranties set out in clause 7.3 are the only warranties that Target requires, and on which Target has relied, in entering into this agreement; and
 - (ii) to the extent permitted by law, all other warranties, representations and undertakings (whether express or implied and whether oral or in writing) made or given by Bidder or any of its Representatives are expressly excluded.
- (b) Bidder acknowledges and agrees with Target that:
 - (i) the warranties set out in clause 7.1 are the only warranties that Bidder requires, and on which Bidder has relied, in entering into this agreement; and
 - (ii) to the extent permitted by law, all other warranties, representations and undertakings (whether express or implied and whether oral or in writing) made or given by Target or any of its Representatives are expressly excluded.

9.6 Benefit

The acknowledgements, confirmations and agreements given and made by Bidder on its own behalf and on behalf of its Representatives in clause 9.2 are given to Target on its own behalf and separately as trustee for each of Target Indemnified Parties.

10. Termination rights

10.1 Termination events

Without limiting any other provision of this agreement:

- (a) either Target or Bidder may terminate this agreement by notice in writing to the other parties if:

- (i) the Sunset Date has passed before the Transaction becomes Effective (other than as a result of a breach by the terminating party of its obligations under this agreement);
 - (ii) the required majorities of Shareholders do not approve the Share Schemes at the Share Scheme Meetings;
 - (iii) the required majorities of Unitholders do not approve the Trust Scheme Resolutions at the Trust Scheme Meeting;
 - (iv) at any time before 8.00am on the Second Court Date, a court or other Regulatory Authority has issued an order, decree or ruling or taken other action that permanently restrains or prohibits the Transaction and that order, decree, ruling or other action has become final and cannot be appealed; or
 - (v) in accordance with clause 3.6(b).
- (b) Bidder may terminate this agreement by notice in writing to Target if, at any time prior to 8.00am on the Second Court Date:
- (i) each of the following has occurred:
 - (A) at any time prior to 8.00am on the Second Court Date, Target is in breach of a provision of this agreement (other than for breach of a representation or warranty in clause 7.1) and the breach is material in the context of the Schemes taken as a whole;
 - (B) Bidder has given notice to Target setting out the relevant circumstances of the breach and stating an intention to terminate this agreement; and
 - (C) the relevant circumstances have continued to exist 10 Business Days (or any shorter period ending at 8.00am on the Second Court Date) from the time the notice in clause 10.1(b)(i)(B) is given;
 - (ii) Target breaches any representation or warranty in clause 7.1 and the breach:
 - (A) cannot be remedied by subsequent action on the part of Target before 8.00am on the Second Court Date; and
 - (B) is material in the context of the Schemes taken as a whole;
 - (iii) a majority of the Independent Directors change or withdraw their recommendation to Securityholders as set out in clause 5.6(b) or otherwise make a public statement that indicates or suggests that the Schemes are no longer so recommended or that they support a Competing Transaction, unless the change or withdrawal is due to a breach by Bidder of its obligations under this agreement which is material in the context of the Schemes taken as a whole;
 - (iv) Bidder is entitled to demand payment of the Reimbursement Fee from Target under clause 13.2; or
 - (v) a Prescribed Occurrence occurs.
- (c) Target may terminate this agreement by notice in writing to Bidder if, at any time prior to 8.00am on the Second Court Date:
- (i) each of the following has occurred:
 - (A) at any time prior to 8.00am on the Second Court Date, Bidder is in breach of a provision of this agreement (other than for breach of a representation

or warranty in clause 7.3) and the breach is material in the context of the Schemes taken as a whole;

- (B) Target has given notice to Bidder setting out the relevant circumstances of the breach and stating an intention to terminate this agreement; and
 - (C) the relevant circumstances have continued to exist 10 Business Days (or any shorter period ending at 8.00am on the Second Court Date) from the time the notice in clause 10.1(c)(i)(B) is given;
- (ii) Bidder breaches any representation or warranty in clause 7.3 and the breach:
- (A) cannot be remedied by subsequent action on the part of Bidder before 8.00am on the Second Court Date; and
 - (B) is material in the context of the Schemes taken as a whole; or
- (iii) a majority of the Independent Directors change or withdraw their recommendation of the Schemes in accordance with clause 5.6(b) in the circumstances set out in clauses 5.6(b)(iii) or 5.6(b)(iv).

10.2 Notice of breach

Each party must give notice to the other as soon as practicable after it becomes aware of a breach by it of this agreement (including in respect of any representation or warranty).

10.3 Termination right

Any right to terminate this agreement under clause 10.1(b) or 10.1(c) that arises before the Second Court Date ceases at 8.00am on the Second Court Date.

10.4 Effect of termination

- (a) If a party terminates this agreement, each party will be released from all further obligations under this agreement other than under clauses 1, 7.5, 7.6, 8, this clause 10.4, and clauses 11, 13, 17, 18 and 19.
- (b) Termination of this agreement does not affect any accrued rights or remedies of a party (including in respect of any past breach of this agreement by the other party).

11. Public announcements

11.1 Announcement of transaction

Promptly after the execution of this agreement, Target must publicly release the Target Announcement, which will attach this agreement.

11.2 Public announcements

- (a) Each party must use its reasonable endeavours to consult with the other parties prior to making any public announcement in relation to the Transaction.
- (b) Nothing in this clause 11.2 precludes communications or disclosures necessary to implement the provisions of this agreement or to comply with or satisfy legal requirements or legal obligations imposed on the parties, including any communications or disclosures required by a Regulatory Authority.
- (c) For the avoidance of doubt, this clause 11 does not apply in the event of any release or announcement made by Target that relates to a Competing Transaction.

11.3 Statements on termination

The parties must act in good faith and use all reasonable endeavours to issue agreed statements in respect of any termination of this agreement and, to that end but without limitation, clause 11.2 applies to any such statements or disclosures.

12. Exclusivity

12.1 No-shop

During the Exclusivity Period, Target must ensure that neither it nor any of its Representatives directly or indirectly solicits, invites, facilitates or encourages any Competing Transaction, or communicates any intention to do any such things with a view to obtaining a Competing Transaction.

12.2 Due diligence

Without limiting the nature of clause 12.1, but subject to clause 12.4, during the Exclusivity Period Target must not without the prior written consent of Bidder:

- (a) permit any party (other than Bidder or its Representatives) to undertake due diligence investigations on any entity within Target for the purpose of obtaining, or which may reasonably be expected to lead to receipt of, a Competing Transaction; or
- (b) make available to any person (other than to Bidder, its Representatives or as permitted by this agreement) or permit any person (other than to Bidder, its Representatives or as permitted by this agreement) to receive any confidential information relating to any entity within Target for the purpose of obtaining, or which may reasonably be expected to lead to receipt of, a Competing Transaction.

12.3 Competing Transaction

During the Exclusivity Period, but subject to clause 12.4, Target must:

- (a) notify Bidder as soon as it becomes aware of any negotiations or discussions, approaches or attempts to initiate any negotiations or discussions regarding a Competing Transaction; and
- (b) as soon as practicable, notify Bidder if a third party makes any request to Target to provide confidential information of Target Group which may reasonably be expected to lead to a Competing Transaction.

12.4 Fiduciary and other carve-out

The restrictions in clause 12.2 do not apply to the extent that they restrict Target or the Independent Directors from taking or refusing to take, and the obligations in clause 12.3 do not apply to the extent that they require Target or the Independent Directors to take, any action with respect to a Competing Transaction which was not solicited, invited, encouraged, initiated or facilitated by Target provided that:

- (a) the Independent Directors believe (after receiving written advice from Target's external legal and financial advisers (if any)) that the Competing Transaction is a Superior Competing Transaction; or
- (b) the Independent Directors have determined in good faith and acting reasonably (after receiving written advice from Target's external legal and financial advisers (if any)), that failing to respond to that Competing Transaction would or would be likely to constitute or give rise to a breach of Target directors' fiduciary or statutory obligations.

12.5 Exceptions

Nothing in this clause 12 prevents Target or its Representatives from:

- (a) providing information to its Representatives or credit agencies;
- (b) providing information to its auditors, customers or suppliers acting in that capacity, in the ordinary and usual course of business;
- (c) providing information required to be provided by law, a Court or any Regulatory Authority; or
- (d) making presentations to brokers, portfolio investors and analysts in the ordinary and usual course of business.

12.6 Warranty and representation

Target represents and warrants to Bidder that, as at the date of this agreement, no agreement, arrangement or understanding exists in relation to any expression of interest, offer or proposal of the kind referred to in clause 12.1.

12.7 Legal advice

Target acknowledges that it has received legal advice on the operation of this clause 12.

13. Payment of Costs

13.1 Background

- (a) Target and Bidder each acknowledge that, if they enter into this agreement and the Schemes are subsequently not implemented, Bidder will have incurred significant transaction costs.
- (b) In the circumstances referred to in clause 13.1(a), Bidder has requested that provision be made for the payment outlined in clause 13.2, without which Bidder would not have entered into this agreement.
- (c) The Independent Directors acknowledge that they have received legal advice in relation to this clause 13 and believe that the Schemes will provide benefit to Target and Securityholders and acknowledge that it is reasonable and appropriate for Target to agree to the payments referred to in this clause 13 in order to secure Bidder's participation in the Transaction.

13.2 Payment of Reimbursement Fee

Subject to clause 13.3, if:

- (a) this agreement is terminated by Bidder pursuant to clause 10.1(b)(iii) other than where a majority of the Independent Directors have changed or withdrawn their recommendation in accordance with clause 5.6(b)(iii);
- (b) this agreement is terminated by Target pursuant to clause 10.1(c)(iii) other than where a majority of the Independent Directors have changed or withdrawn their recommendation in accordance with clause 5.6(b)(iii);
- (c) this agreement is terminated by Bidder pursuant to clauses 10.1(b)(i) or 10.1(b)(ii);
- (d) a Competing Transaction is announced or made or becomes open for acceptance prior to the Scheme Meeting (or termination of this agreement, whichever occurs first) and, such Competing Transaction is completed within 12 months of the Scheme Meeting or termination, as the case may be; or
- (e) this agreement is terminated by Bidder as a result of a Prescribed Occurrence,

Target must within five Business Days after receiving a written demand from Bidder pay the Reimbursement Fee to Bidder. The demand may only be made after the occurrence of an event referred to in clauses 13.2(a) to 13.2(e). Target can only ever be liable to pay the Reimbursement Fee once.

13.3 Compliance with law

This clause 13 imposes obligations on Target only to the extent that the performance of those obligations would not:

- (a) breach the legal, fiduciary or statutory duties of the Target Board;
- (b) constitute unacceptable circumstances as declared by the Takeovers Panel; or
- (c) be unlawful.

13.4 Other claims

Target will have no liability whatsoever for any breach of this agreement if any event or occurrence referred to in clause 13.2(a), 13.2(d) or 13.2(e) or any breach referred to in clause 13.2(c) occurs, other than for its liability to pay Bidder the Reimbursement Fee.

14. Bidder limitation of liability

14.1 Limitation on Bidder's liability for breach

- (a) Notwithstanding anything else contained in this agreement, Bidder will have no liability to Target for any Claim arising out of or in connection with this agreement, the Schemes or the Deed Poll (including, without limitation, any Claim for breach of Bidder's obligations to provide the Scheme Consideration under clause 4.2 and 5.2(j) or any Claim for breach of representation or warranty in clause 7.3) to the extent that:
 - (i) the amount of the Claim exceeds the amount (if any) which Bidder has actually recovered from any Investor that has breached its obligations in a Commitment Deed in respect of the circumstances giving rise to the Claim; or
 - (ii) Target actually recovers an amount from any Investor that has breached its obligations in a Commitment Deed under the terms of the Commitment Deeds in respect of the circumstances giving rise to the Claim; or
 - (iii) the Claim is for, arises out of or is connected with any Consequential Loss.
- (b) In the event of a Claim being made by Target against Bidder arising out of or in connection with this agreement, the Schemes or the Deed Poll (other than a Claim which Bidder has no liability for under clause 14.1(a), or in respect of which Bidder has no right of recovery under the terms of a Commitment Deed or Subscription Agreement), Bidder must use commercially reasonable efforts to seek recovery against any Investor that has breached its obligations in a Commitment Deed under the terms of the Commitment Deed and the Subscription Agreement.

14.2 Acknowledgement

Target acknowledges that under the terms of the Commitment Deeds and the Subscription Agreement:

- (a) each Investor has agreed to subscribe for that Investor's interest in MAIP by paying the amount of that Investor's capital commitment to MAIP on the terms and conditions set forth in its Commitment Deed and Subscription Agreement; and
- (b) no Investor or Macquarie Investments Australia Pty Limited (or any of their respective Related Entities) shall have any obligations for the actions or inactions of any other

Investor or Macquarie Investments Australia Pty Limited (or any of their respective Related Entities);

- (c) in the event of any breach by an Investor, its liability shall not under any circumstances exceed the amount of that Investor's Escrow Funding Amount (as defined in Exhibit E of the Subscription Agreement); and
- (d) no person other than the Investor shall have any obligation under its Commitment Deed or Subscription Agreement and no recourse thereunder shall be had against any current or future officer, agent, employee or general or limited partner of the Investor or any current or future director, officer, employee, general or limited partner, member, affiliate or assignee of any of the foregoing, or by virtue of any statute, regulation or other applicable law, it being expressly acknowledged and agreed that no such person, as such, shall have any liability for any obligations of the Investor or any documents or instruments delivered in connection herewith or for any claim based on, in respect of or by reason of such obligations or their creation.

15. MCAML limitation of liability

- (a) MCAML enters into this agreement only in its capacity as responsible entity of MCAT.
- (b) A liability arising under or in connection with this agreement is limited to and can be enforced against MCAML only to the extent to which it can be satisfied out of property of MCAT out of which MCAML is actually indemnified for the liability. This limitation of MCAML's liability applies despite any other provision of this agreement and extends to all liabilities and obligations of MCAML in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.
- (c) The other parties to this agreement may not sue MCAML in any capacity other than as trustee of MCAT, including seek the appointment of a receiver (except in relation to property of MCAT) a liquidator, an administrator or any similar person to MCAML or prove in any liquidation, administration or arrangement of or affecting MCAML (except in relation to property of MCAT).
- (d) These provisions do not apply to any obligation or liability of MCAML to the extent that it is not satisfied because under the constitution establishing MCAT, or by operation of law, there is a reduction in the extent of MCAML's indemnification out of the assets of MCAT, as a result of MCAML's fraud, negligence or breach of trust.

16. Conduct of Court Proceedings

- (a) Target and Bidder are entitled to separate representation at all proceedings of the Court and the Bermuda Court affecting the Transaction.
- (b) This agreement does not give Target or Bidder any right or power to give undertakings to either the Court or the Bermuda Court for or on behalf of the other party without that party's consent.

17. GST

17.1 Interpretation

In this clause 17 and the rest of this agreement, 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.

17.2 GST exclusive

- (a) Any consideration or amount payable under this agreement, including any non-monetary consideration (as reduced in accordance with clause 17.2(e) if required) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this agreement, an additional amount (**Additional Amount**) is payable by the party providing consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.
- (c) The additional amount payable under clause 17.2(b) is payable at the same time and in the same manner as the consideration for the supply, subject to the provision of a valid Tax Invoice at or before that time. If a valid Tax Invoice is not provided at or before that time then the Additional Amount is only payable on receipt of a valid Tax Invoice.
- (d) If for any reason (including, without limitation, the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 17.2(b):
 - (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
 - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
 - (iii) the Supplier must notify the Recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within 7 days after receiving such notification, as appropriate. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 14 days after becoming aware of the occurrence of the Adjustment Event.
- (e) Despite any other provision in this agreement:
 - (i) if an amount payable under or in connection with this agreement (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred; and
 - (ii) no Additional Amount is payable under clause 17.2(b) in respect of a Supply to which section 84-5 of the GST Act applies.
- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party and to which the Representative Member of a GST Group of which the party is a member is entitled.

18. Notices

18.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing and in English directed to the recipient's address for notices specified in the Details, as varied by any Notice; and
- (b) hand delivered or sent by prepaid post or facsimile to that address.

18.2 Effective on receipt

A Notice given in accordance with clause 18.1 takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, the second Business Day after the date of posting (or the seventh Business Day after the date of posting if posted to or from outside Australia); or
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery or transmission under clause 18.2(a) or 18.2(c) is not on a Business Day or after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the Business Day after that delivery, receipt or transmission.

19. No third party beneficiaries

Other than as set out in clauses 4.2, 4.4 and 4.5 (which, for the avoidance of doubt, set forth the only rights of a Scheme Participant hereunder and only apply if the Scheme becomes Effective) and clauses 7.1, 7.3, 8.1, 8.2, 9.1, 9.2, 9.3, 9.4, 9.5 and 9.6, no person who is not a party to this agreement shall have any rights or benefits under this agreement.

20. General

20.1 Alterations

This agreement may be altered only in writing signed by each party.

20.2 Approvals and consents

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

20.3 Assignment

A party may only assign this agreement or a right under this agreement with the prior written consent of each other party.

20.4 Entire agreement

This agreement and the Confidentiality Deed contain the entire agreement between the parties as at the date of this agreement with respect to their subject matter and supersede all prior agreements and understandings between the parties in connection with them.

20.5 Survival and indemnities

- (a) Any indemnity or obligation of confidentiality in this agreement is independent and survives termination of this agreement. Any other term which by its nature is intended to survive termination of this agreement survives termination of this agreement.

- (b) It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

20.6 Costs and stamp duty

- (a) Except as otherwise provided in this agreement, each party must pay its own costs of negotiating, preparing, executing and performing this agreement and the Scheme Booklet and the proposed, attempted or actual implementation of this agreement and the Schemes.
- (b) Any stamp duty payable on the transfer of Securities to Bidder under the Schemes must be paid by Bidder.

20.7 Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

20.8 No merger

The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

20.9 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or part of a term of this agreement continue in force.

20.10 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

20.11 Relationship

Except where this agreement expressly states otherwise, this agreement does not create a relationship of employment, trust, agency or partnership between the parties.

20.12 No representation or reliance

Each party acknowledges that:

- (a) no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this agreement, except for representations or inducements expressly set out in this agreement;
- (b) it does not enter into this agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this agreement; and
- (c) clauses 20.12(a) and 20.12(b) above do not prejudice any rights a party may have in relation to information which had been filed by the other party with ASIC or ASX.

20.13 Governing law and jurisdiction

This agreement is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

20.14 Specific performance

The parties acknowledge that monetary damages alone would not be adequate compensation for a breach by any party of an obligation under this agreement and that specific performance of that obligation is an appropriate remedy.

20.15 Effect of agreement

- (a) This agreement supersedes any previous understandings or agreements between the parties concerning the subject matter of this agreement.
- (b) Despite clause 20.15(a), the Confidentiality Deed continues to apply to the parties in accordance with its terms.

20.16 Mutual further assurances


Each party must do all things necessary or expedient to be done by it in connection with the matters referred to in this agreement.

Signing page

Executed as an agreement

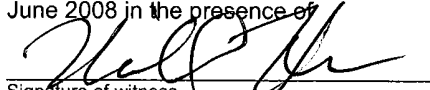
Signed by **Michael Cook** as attorney for **Macquarie Capital Alliance Limited** under power of attorney dated 13 June 2008 in the presence of


Signature of witness

←  ←
Michael Cook

Michael Hoverman
Name of witness (print)

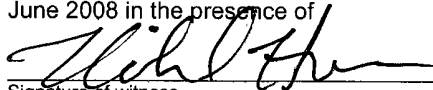
Signed by **Michael Cook** as attorney for **Macquarie Capital Alliance Management Limited** under power of attorney dated 13 June 2008 in the presence of



Signature of witness

←  ←
Michael Cook

Michael Hoverman
Name of witness (print)

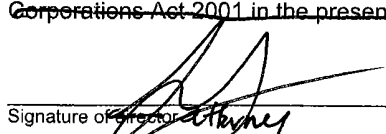
Signed by **Michael Cook** as attorney for **Macquarie Capital Alliance International Limited** under power of attorney dated 13 June 2008 in the presence of

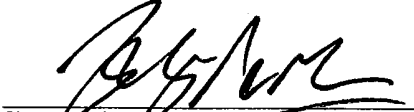

Signature of witness

←  ←
Michael Cook

Michael Hoverman
Name of witness (print)

Executed by **Macquarie Advanced Investment Company Pty Limited** in ~~accordance with Section 127 of the Corporations Act 2001~~ *under power of attorney* in the presence of


Signature of ~~director~~ *attorney*

←  ←
Signature of director/company secretary
(Please delete as applicable)

SUNIL PATEL
Name of ~~director~~ *attorney* (print)

Ben Perham
Name of director/company secretary (print)

Annexure 1

Target Announcement

Annexure to Scheme Implementation Agreement

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Macquarie Capital Alliance Management Limited

A Member of the Macquarie Group of Companies
ABN 94 105 777 704
AFS Licence No. 236894

Macquarie Capital Alliance Limited

ABN 96 112 594 662

Macquarie Capital Alliance International Limited

ARBN 113 880 783

No. 1 Martin Place
SYDNEY NSW 2000
GPO Box 4294
SYDNEY NSW 1164
AUSTRALIA

Telephone 61 2 8232 7942
Facsimile 61 2 8232 5904
Internet www.macquarie.com/mcag

16 June 2008

ASX RELEASE



**Independent Directors of Macquarie Capital Alliance Group
Recommend Take-Private Proposal**

- **Cash offer of \$3.40, a 62% premium to last closing price and a 53% premium to the three month VWAP¹**
- **Scrip alternative to allow ongoing investment in MCAG's businesses**
- **Recommended by Independent Directors in the absence of a superior proposal and subject to the opinion of an Independent Expert**

Macquarie Capital Alliance Group (MCAG) today announced that it has entered into a Scheme Implementation Agreement in relation to a proposal to acquire all the stapled securities of MCAG by way of interconditional Schemes of Arrangements and a Trust Scheme (the Scheme).

Funding for the proposal has been committed by investment vehicles managed by AlpInvest Partners N.V., HarbourVest Partners, Pantheon Ventures, Partners Group, Paul Capital Partners, Portfolio Advisors and Procific (the Consortium) and Macquarie Capital (a member of the Macquarie Group). The Consortium is investing through a new unlisted fund, Macquarie Advanced Investment Partners (MAIP). The proposal has been made by Macquarie Advanced Investment Group (MAIG)².

The Independent Directors of MCAG intend to unanimously recommend that security holders vote in favour of the Scheme in the absence of a superior proposal and subject to the Independent Expert, Deloitte, opining that the transaction is in the best interests of security holders. The other members of MCAG's board support the decision of the Independent Directors.

MCAG Independent Board Committee Director Dr Ken Moss said, "MCAG board and management have considered a range of strategies to maximise value for MCAG security holders. MCAG's businesses have robust medium term business plans, however, since listing, MCAG's securities have been relatively illiquid and the trading price of the securities has been disappointing.

"Today I am pleased to report that the Independent Directors intend to unanimously recommend the MAIG take-private proposal in the absence of a superior proposal. The

¹ VWAP – volume weighted average price

² MAIG comprises Macquarie Advanced Investment Limited, Macquarie Advanced Investment Trust and Macquarie Advanced Investment International Limited. Securities in MAIG will be stapled prior to implementation of the Scheme. The bidding entity is Macquarie Advanced Investment Company Pty Limited, a subsidiary of Macquarie Advanced Investment Limited. The bidding entity will acquire the units in Macquarie Capital Alliance Trust and the shares in Macquarie Capital Alliance International Limited as nominee for Macquarie Advanced Investment Trust and Macquarie Advanced Investment International Limited respectively.

proposal is very attractive as it represents a 62% premium to the last closing price and a 53% premium to the three month VWAP.

“Under the proposal investors wishing to realise value for their MCAG holding in the short term can elect to receive \$3.40 cash³ per security. Alternatively those wishing to retain their interest in MCAG’s businesses for the medium term can choose to accept unlisted scrip in MAIG, subject to the terms of the offer,” Dr Moss said.

Mr Brett Gordon, Principal of HarbourVest said, “The Consortium investors have among them over US\$25 billion of funds applied to secondary private equity investments. We undertook considerable investigation and analysis of MCAG’s portfolio of businesses and we are attracted to the privileged market positions they hold in the sectors in which they operate.”

Transaction Terms

Under the terms of the proposal MCAG security holders will be offered a choice between:

- 1) All cash consideration of \$3.40⁴ per MCAG stapled security. This will comprise a combination of existing MCAG cash reserves and cash consideration from MAIG⁵, or
- 2) A scrip alternative. This will comprise one unlisted stapled security in MAIG (which will hold MCAG’s existing portfolio of assets) per MCAG stapled security. Security holders electing the scrip option will receive stapled securities in MAIG and a distribution of capital from existing MCAG cash reserves that will be held in escrow to be used at the discretion of MAIG for follow-on investments and working capital.

The scrip alternative will only become available if holders owning more than 5% of MCAG securities in aggregate elect this option. There will be a pro-rata scale back if demand exceeds 20%. The scrip alternative will only be available to Australian and New Zealand resident holders (or as otherwise determined subject to local regulatory requirements). The default election is cash.

Transaction Background

Mr Michael Cook, Chief Executive Officer of MCAG said, “MCAG was established with a private equity style mandate. MCAG does not pay a regular yield or invest in infrastructure. Our objective has been to acquire businesses, create value through business improvement, expansion and consolidation and then realise value from those businesses over three to five years. Since listing MCAG has returned 60 cents of capital to investors, undertaken a \$50 million buyback and sold its investment in the Zig Inge Group for a 54% IRR⁶.

“Unfortunately in the current market it has not been possible for MCAG to achieve security price growth, despite these measures and the fact that the underlying businesses have delivered, on average, EBITDA⁷ growth of over 20% since acquisition. To address this issue earlier this year MCAG’s board and management began exploring options on behalf of MCAG security holders.

“As part of this process, and in consultation with the board, MCAG management approached institutional investors who specialise in secondary or late stage private equity investments to determine their interest in taking MCAG private. After a rigorous process a

³ Up to \$0.40 as a distribution of capital by Macquarie Capital Alliance Trust and \$3.00 to \$3.40 cash from MAIG (in total, \$3.40)

⁴ See footnote 3

⁵ See footnote 3

⁶ Internal rate of return

⁷ Earnings before interest, tax, depreciation and amortisation

syndicate of secondary private equity investors formed and are participating in the take-private proposal. Concurrently the sell-off of individual assets was explored.” Mr Cook said.

Dr Moss said, “An Independent Board Committee was established to consider the options. The Independent Board Committee concluded that a whole of fund transaction at \$3.40⁸ per stapled security was optimal for those investors seeking to crystallise value in the short term. This conclusion in part relates to the fact that refinancing of the existing business level debt packages are not triggered under the proposal, which adds value in current market conditions.”

Valuation of MCAG’s Underlying Investments

Dr Moss said, “Market conditions have changed since 31 December 2007. By way of example, the trading prices of listed businesses comparable to MCAG’s two largest investments, European Directories and Red Bee Media, have fallen by an average of 54% and 19% respectively.

“As a result it is our view that the MCAG Directors’ Valuation published for the period to 31 December 2007 is no longer current. In current market conditions, we consider that the offer price of \$3.40⁹, a 62% premium to recent trading, represents fair value for MCAG’s businesses,” he said.

Table: Price movements in comparable companies

Investment	% of invested portfolio	Comparable Companies	Average Price Change 31/12/2007 to 13/06/2008
European Directories	54%	Listed directories companies in Europe	(54%)
Red Bee Media	16%	Listed European broadcasters, communications tower and satellite companies	(19%)
AIR-serv	15%	Listed US and European distribution, consumer rentals and outsourced services companies	9%
Regis Group ¹⁰	15%	Listed Australian healthcare companies	(5%)

Independent Experts Report

The Independent Directors have appointed Deloitte to prepare an Independent Expert’s Report (“IER”) on the offer, and review the related party transactions involving Macquarie Capital in connection with the offer. The IER will be included in the Scheme Booklet.

Security Holder Approval

The proposal involves a scheme of arrangement under the Corporations Act, a scheme of arrangement under the Companies Act of Bermuda and a trust scheme, each of which must be approved by the requisite majority of security holders. For example, the scheme of arrangement under the Corporations Act must be approved by more than 50% by number of MCAG security holders voting, and at least 75% of the votes cast on the resolution. If the requisite security holder approval is obtained for each scheme and relevant court approval obtained, the schemes will be binding on all security holders.

Macquarie Capital and MCAG management do not intend to vote their securities in respect of the proposal.

The Scheme Booklet is expected to be sent to holders in July 2008 and the Scheme meetings are expected to be held in August 2008.

⁸ See footnote 3

⁹ See footnote 3

¹⁰ Regis Group was held at cost at 31 December 2007

MCAG security holders should consult their stockbroker, accountant or financial adviser if they are uncertain about the impact of the offer on their particular investment objectives.

Scheme Implementation Agreement

A copy of the Scheme Implementation Agreement (SIA) signed by MCAG and a wholly owned subsidiary of MAIG has been released to the ASX. The SIA sets out the terms and conditions upon which both parties can now proceed to implement the proposed merger, and includes:

- a number of conditions precedent including material adverse change condition precedent and a 'market out' condition precedent if the FTSE 100 falls by more than 22.5% below 5802.80 for more than ten consecutive trading days between today and the Second Court Date for the Scheme;
- a non-solicitation obligation, although this obligation will not prevent MCAG from responding to a superior proposal; and
- a cost reimbursement fee of up to \$8m, representing approximately 1% of the equity value of MCAG, payable by MCAG to MAIG in certain circumstances.

The SIA may be terminated in a number of circumstances, including if there is material breach of the SIA or if the Scheme does not become effective by 14 December 2008.

MAIP Investment Overview

MCAG has been advised that MAIP is a new private equity fund managed by Macquarie Capital and comprised of European and North American institutional investors who have committed to invest in MAIP upon the satisfaction of closing conditions. MAIP has commitments for approximately US\$650million which will be applied to the offer to acquire MCAG (through MAIPIH¹¹ and MAIG) and as a capital reserve. The investors in MAIP will also be committing approximately US\$150million to Macquarie Global Opportunities Partners, a private equity fund managed by Macquarie Capital.

Macquarie Capital Investment Overview

MCAG understands that, subject to the Scheme being approved, Macquarie Capital will invest into MAIPIH prior to the implementation of the Scheme an amount equal to the cash it will receive for its 17.9% holding in MCAG. Macquarie Capital will also receive MAIPIH scrip as consideration for the sale to MAIPIH of its 28% principal investment in Red Bee Media, valued at A\$52million. As a result of these transactions, Macquarie Capital will hold a minimum 25% interest in MAIPIH.

For further information, please contact:

Hugh Fitzsimons

Investor Relations

Tel: 61 2 8232 7942

Mob: 0422 383 753

Email: hugh.fitzsimons@macquarie.com

Jane Rotsey

Public Affairs

Tel: 61 2 8232 5026

Mob: 0401 997 160

Email: jane.rotsey@macquarie.com

About Macquarie Capital Alliance Group

Macquarie Capital Alliance Group (MCAG) is a listed private equity fund. Listed in April 2005, with a \$2 plus \$2 instalment structure over 12 months, MCAG has returned 60 cents of capital through two special distributions of 30 cents. MCAG has investments in European Directories, Red Bee Media, AIR-serv and the Regis Group.

¹¹ MAIP International Holdings Limited, the parent company of MAIG.

Annexure 2

Deed Poll

Annexure to Scheme Implementation Agreement

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Deed poll

Macquarie Advanced Investment Company Pty Limited
(**Bidder**)

In favour of:

Each Scheme Shareholder and each Scheme Unitholder

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Details

Date

Deed poll by

Name **Macquarie Advanced Investment Company Pty Limited** ACN 131 467 411
Short form name **Bidder**
Notice details Level 11, 1 Martin Place, Sydney NSW 2000

In favour of

Name **Each Scheme Shareholder**
Name **Each Scheme Unitholder**

Background

- A On [•] June 2008, Macquarie Capital Alliance Limited ABN 96 112 594 662 (**MCAL**), Macquarie Capital Alliance International Limited ARBN 113 880 783 (a company incorporated in Bermuda) (**MCAIL**), Macquarie Capital Alliance Management Limited ABN 94 105 777 704 (as responsible entity of the Macquarie Capital Alliance Trust ARSN 112 638 212 (**MCAT**)) (collectively, **Target Group**) and Bidder entered into a scheme implementation agreement (**Scheme Implementation Agreement**).
- B Under the Scheme Implementation Agreement, Bidder has agreed, subject to the satisfaction or waiver of certain conditions, to execute this deed poll.
- C Bidder is each entering into this deed poll to covenant in favour of each Scheme Participant to perform Bidder's obligations under this deed and the Schemes, including the provision of Scheme Consideration pursuant to the Schemes.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

Terms used in this deed poll have the same meaning as in the Scheme Implementation Agreement unless otherwise defined in this deed or the context requires otherwise.

MCAIL Scheme Share means each MCAIL Share held by a MCAIL Scheme Shareholder.

MCAIL Scheme Shareholder means each MCAIL Shareholder as at 5.00pm on the Record Date.

MCAL Scheme Share means each MCAL Share held by a MCAL Scheme Shareholder.

MCAL Scheme Shareholder means each MCAL Shareholder as at 5.00pm on the Record Date.

Scheme Shareholder means each person who is a Shareholder as at 5.00pm on the Record Date.

Scheme Unitholder means each person who is a Unitholder as at 5.00pm on the Record Date.

Scheme Units means all of the Units on issue as at the Record Date.

1.2 Interpretation

This deed poll is to be interpreted according to corresponding rules to those set out in clause 1.2 of the Scheme Implementation Agreement except that references to 'this agreement' clause 1.2 will be taken as being references to 'this deed poll'.

1.3 Nature of deed poll

Bidder acknowledges that this deed poll may be relied on and enforced by any Scheme Participant in accordance with its terms even though those persons are not party to this deed poll.

2. Conditions Precedent and Termination

2.1 Conditions Precedent

The obligations of Bidder under clause 3 are subject to the Schemes becoming Effective.

2.2 Termination

The obligations of Bidder under this deed poll to Scheme Participants will automatically terminate, and the terms of this deed poll will be of no further force or effect, if the Scheme Implementation Agreement is terminated in accordance with its terms.

2.3 Consequences of Termination

If the obligations of Bidder under this deed poll are terminated under clause 2.2 then, in addition and without prejudice to any other rights, powers or remedies available to Scheme Participants:

- (a) Bidder is released from its obligations to further perform this deed poll; and
- (b) Scheme Participants retain the rights they have against Bidder in respect of any breach of this deed poll by Bidder which occurred before termination of this deed poll.

3. Compliance with Schemes Obligations

3.1 Timing and Procedures

Subject to clause 2, in consideration for the transfer of their Securities to Bidder in accordance with the Schemes, Bidder covenants in favour of each Scheme Participant to do all those things

Bidder is required to do under the Schemes, including the provision of the Scheme Consideration in accordance with the terms of the Schemes.

4. Warranties

Bidder represents and warrants in respect of itself that:

- (a) **incorporation:** it is a corporation validly existing under the laws of its place of incorporation;
- (b) **corporate power:** 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) **corporate authorisations:** it has taken all necessary corporate action to authorise the entry into of this deed poll and has taken or, if the conditions precedent referred to in clause 2.1 are satisfied or waived, 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) **binding obligations:** this deed poll is valid and binding upon it;
- (e) **solvency:** it is solvent and no resolutions have been passed nor has any other step been taken or legal proceedings commenced or threatened against it for its winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its assets;
- (f) **no default:** this deed poll does not conflict with or result in the breach of or default under any provision of its constitution, any material term or provision of any material agreement or any writ, order or injunction, judgement, law, rule, regulation or instrument to which it is party or subject or of which it is bound.

5. Continuing Obligations

This deed poll is irrevocable and remains in full force and effect until Bidder has completely performed its obligations under this deed poll or the earlier termination of this deed poll under clause 2.

6. Further assurances

Bidder will do all things and execute all deeds, instruments, transfers or other documents as may be necessary to give full effect to the provisions of this deed poll and the transactions contemplated by it.

7. Limitation on Bidder's liability for breach

- (a) Notwithstanding anything else contained in this deed poll, Bidder will have no liability to Target (in its own right or on behalf of any Scheme Participant) for any Claim arising out of or in connection with this deed poll, the Schemes or the Scheme Implementation Agreement (including, without limitation, any Claim for breach of Bidder's obligations to provide the Scheme Consideration under clauses 4.2 and 5.2(j) of the Scheme Implementation Agreement or any Claim for breach of representation or warranty in clause 7.3 of the Scheme Implementation Agreement) to the extent that:
 - (i) the amount of the Claim exceeds the amount (if any) which Bidder has actually recovered from any Investor that has breached its obligations in a Commitment Deed in respect of the circumstances giving rise to the Claim; or

- (ii) Target actually recovers an amount from any Investor that has breached its obligations in a Commitment Deed under the terms of the Commitment Deeds in respect of the circumstances giving rise to the Claim; or
 - (iii) the Claim is for, arises out of or is connected with any Consequential Loss.
- (b) In the event of a Claim being made by Target (in its own right or on behalf of any Scheme Participant) against Bidder arising out of or in connection with this deed poll, the Schemes or the Scheme Implementation Agreement (other than a Claim which Bidder has no liability for under clause 7(a), or in respect of which Bidder has no right of recovery under the terms of a Commitment Deed or Subscription Agreement), Bidder must use commercially reasonable efforts to seek recovery against one or more of the Investors under the terms of the Commitment Deeds and/or the Subscription Agreement.

8. Notices

- (a) A notice, consent or other communication (**Notice**) under this deed poll is only effective if it is:
- (i) in writing, signed by or on behalf of the person giving it;
 - (ii) addressed to the person to whom it is to be given (or, in the case of Bidder (and as relevant) to the Process Agent); and
 - (iii) either:
 - (A) delivered or sent by pre-paid mail to that person's address; or
 - (B) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full.
- (b) A Notice that complies with this clause 7 is regarded as given and received:
- (i) if it is delivered or sent by fax:
 - (A) by 5.00pm (local time in the place of receipt) on a Business Day – on that day; or
 - (B) after 5.00pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day; and
 - (ii) if it is sent by mail:
 - (A) within Australia – 3 Business Days after posting; or
 - (B) to or from a place outside Australia – 7 Business Days after posting.
- (c) Bidder's notice details are as set out in the Details section of this deed poll.

9. Remedies cumulative

Subject to clause 7, the rights, powers and remedies provided to Bidder and Scheme Participants in this deed poll are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity.

10. Variation

A provision in this deed poll may only be varied by Bidder if:

- (a) the variation is agreed to by Target and MCAML acting in its capacity as responsible entity of MCAT, which such agreement may be given or withheld without reference to or approval by any Shareholder or Unitholder being required; and
- (b) the Court (and the Bermuda Court in respect of the MCAIL Share Scheme) indicates that the amendment would not of itself preclude approval of the Share Schemes or provision of the First Judicial Advice or Second Judicial Advice.

Bidder will enter into a further deed poll in favour of the Scheme Shareholders and Scheme Unitholders giving effect to any such amendment.

11. No waiver

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

12. Costs and stamp duty

All stamp duty that may be payable on or in connection with this deed poll and any instrument effected by, executed under or pursuant to this deed poll must be borne by Bidder. Bidder must indemnify each Scheme Participant on demand against any liability for those costs and that stamp duty.

13. Assignment

The rights and obligations of Bidder and each Scheme Participant under this deed poll are personal. They cannot be assigned, encumbered or otherwise dealt with and neither Bidder or any Scheme Participant may attempt, or purport, to do so without the prior written consent of Target, MCAML acting in its capacity as responsible entity of MCAT and Bidder.

14. Governing law and jurisdiction

This deed poll is governed by the laws of New South Wales. Bidder submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this deed poll.

Signing page

EXECUTED as a deed poll.

**Executed by Macquarie Advanced
Investment Company Pty Limited** in
accordance with Section 127 of the
Corporations Act 2001 in the presence of

Signature of director

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)



Annexure 3

MCAL Share Scheme

Annexure to Scheme Implementation Agreement

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Scheme of Arrangement

Pursuant to section 411 of the Corporations Act

Between

Macquarie Capital Alliance Limited ABN 96 112 594 662 ("MCAL")

and

The holders of fully paid ordinary shares in MCAL

1. Defined terms & interpretation

1.1 Defined terms

The following definitions apply unless the context requires otherwise.

Aggregate Cash Consideration means the aggregate of all Cash Consideration and the Allocated Cash Consideration (as relevant) payable to Scheme Participants under the Schemes.

Aggregate Scrip Consideration means the aggregate of all Scrip Consideration or Scaleback Scrip Consideration (as relevant) to be issued to Scheme Participants under the Schemes.

Allocated Cash Consideration means a cash amount equal to the Cash Consideration multiplied by the number equal to the total number of Securities held by the Scheme Participant minus the total number of Bid Securities making up the Scaleback Scrip Consideration to be provided to that Scheme Participant.

ASIC means the Australian Securities and Investments Commission.

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

Beneficial Interest means the beneficial interest of a Scheme Participant in an Escrow Amount under a Separate Trust.

Bermuda Court means the Supreme Court of Bermuda.

Bid Fund means the issuers of the Bid Securities or any of them as the context requires.

Bid Fund Investment Manager means Macquarie Advanced Investment Partners G.P. Limited, an exempted company incorporated in the Cayman Islands.

Bid Security means a stapled security comprising:

- (a) one share in Macquarie Advanced Investment Limited;
- (b) one unit in Macquarie Advanced Investment Trust; and
- (c) one share in Macquarie Advanced Investment International Ltd.

Bid Security Consideration Cap means 49,191,837.

Bidder means Macquarie Advanced Investment Company Pty Limited ACN 131 467 411.

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

Cash Consideration for each Security held by a Scheme Participant at the Record Date means \$3.40 less the Distribution.

Cash Election means an election by a Scheme Participant to receive Cash Consideration for each Security held by that Scheme Participant at the Record Date in accordance with clause 5.3.

CHESS means the Clearing House Electronic Subregister System for the electronic transfer of securities and other financial products operated by ASX Settlement and Transfer Corporation Pty Ltd ABN 49 008 504 532.

Companies Act means the Companies Act 1981 of Bermuda.

Conditions Precedent means the conditions precedent set out in clause 3.1 of the Scheme Implementation Agreement.

Constitution means the constitution adopted by MCAL on 25 January 2005 (as amended from time to time).

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

Court means the Supreme Court of New South Wales.

Court Order means the order of the Court approving this MCAL Share Scheme under section 411(4)(b) of the Corporations Act or, as relevant, the order of the Bermuda Court approving the MCAIL Share Scheme made under section 99(2) of the Companies Act.

Deed Poll means the deed poll dated [•] 2008 executed by Bidder in favour of Scheme Participants.

Distribution means a special distribution:

- (a) in respect of which guidance is to be announced by Target between 8.00am and 5.00pm on the date 2 Business Days before the MCAL Share Scheme Meeting;
- (b) to be declared by Trust on the day after the Effective Date;
- (c) having a record date being the Record Date; and
- (d) expected to be paid immediately before the payment of the Scheme Consideration to Scheme Participants and the transfer of Securities to Bidder on the Implementation Date, or applied as set out in clause 5.5,

the amount of which is to be calculated, per Security, as \$0.40 less the EDSA Gouden Gids Acquisition Per Security Amount and less the Portfolio Company Equity Investment Per Security Amount.

EDSA Gouden Gids Acquisition means the acquisition by European Directories SA (of which Target has a 39% holding) of the Dutch operations of Truvo, including the Gouden Gids directory, for approximately €290 million as announced to ASX on 31 March 2008.

EDSA Gouden Gids Acquisition Amount is A\$52 million if consideration in respect of EDSA Gouden Gids Acquisition has been paid or is payable prior to the Implementation Date, or otherwise is zero.

EDSA Gouden Gids Acquisition Per Security Amount means the EDSA Gouden Gids Acquisition Amount divided by the number of Securities on issue at the Record Date.

Effective means, when used in relation to the Schemes, all of the following events taking place:

- (a) the Court Order in relation to this MCAL Share Scheme coming into effect pursuant to section 411(10) of the Corporations Act;
- (b) the Court Order in relation to the MCAIL Share Scheme coming into effect pursuant to section 99(3) of the Companies Act; and

- (c) the Supplemental Deed taking effect pursuant to section 601GC(2) of the Corporations Act.

Effective Date means the date on which the Schemes become Effective.

Election Form means a form to be completed by Securityholders to record their election in relation to Scheme Consideration which forms part of the Scheme Booklet.

Escrow Amount has the meaning given to it in clause 5.5(a).

Escrow Sunset Date means the date five years after the Implementation Date.

Escrow Trustee means Macquarie Advanced Investment Management Limited (or another entity appointed as responsible entity for Macquarie Advanced Investment Trust from time to time) acting as trustee in accordance with clause 5.5.

Explanatory Statements means:

- (a) the statement pursuant to section 412 of the Corporations Act which has been, or will be, registered by ASIC in relation to this MCAL Share Scheme;
- (b) the explanatory statement pursuant to section 100(1)(a) of the Companies Act in relation to the MCAIL Share Scheme; and
- (c) the explanatory statement to be sent to Unitholders in relation to the Trust Scheme, in accordance with Guidance Note 15 and the relevant provisions of the Corporations Act, explaining the effect of the Trust Scheme and setting out information that is material to the making of a decision by Unitholders whether or not to vote in favour of the Trust Scheme,

copies of which will be included in the Scheme Booklet.

Further Capital Investment Requirement means an obligation to pay a further amount in respect of each Bid Security under the terms of issue of the Bid Securities as a result of:

- (a) the commitment of funds for investments in Portfolio Companies by the Bid Fund in accordance with the original investment policy of the Bid Fund; or
- (b) a need for further working capital in the Bid Fund.

Guidance Note 15 means *Guidance Note 15: Listed Trusts and Managed Investment Scheme Mergers* issued by the Takeovers Panel of Australia (as amended from time to time).

Implementation Date means the fifth Business Day after the Record Date.

Independent Expert's Report means the report prepared by a person to be appointed by Target as independent expert to prepare a report to be provided to Target, Shareholders and Unitholders providing an opinion as to whether each of the Share Schemes is in the best interests of Shareholders and as to whether the Trust Scheme is fair and reasonable to Unitholders.

Ineligible Overseas Securityholder means a Scheme Participant whose address as shown in the Register at the Record Date is a place outside Australia and its external territories, New Zealand and such other jurisdictions as Target and Bidder agree in writing.

MCAIL means Macquarie Capital Alliance International Limited, a company incorporated in Bermuda with registration number 36770.

MCAIL Register means the register of MCAIL Shareholders maintained by MCAIL pursuant to Section 65 of the Companies Act.

MCAIL Scheme Share means each MCAIL Share held by a MCAIL Scheme Shareholder.

MCAIL Scheme Shareholder means each MCAIL Shareholder as at 5.00pm on the Record Date.

MCAIL Share means one fully paid ordinary share issued in the capital of MCAIL.

MCAIL Share Scheme means the scheme of arrangement pursuant to section 99 of the Companies Act between MCAIL and MCAIL Shareholders, under which Bidder acquires all of the MCAIL Shares from MCAIL Shareholders, together with any alterations or conditions made or required by the Bermuda Court and approved in writing by Bidder and Target.

MCAIL Share Scheme Meeting means the meeting of MCAIL Shareholders convened by the Bermuda Court in relation to the MCAIL Share Scheme pursuant to section 99(1) of the Companies Act, and includes any adjournment of such meeting.

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

MCAL means Macquarie Capital Alliance Limited ABN 96 112 594 662.

MCAL Register means the register of MCAL Shareholders maintained by MCAL pursuant to Chapter 2C of the Corporations Act.

MCAL Scheme Share means each MCAL Share held by a MCAL Scheme Shareholder.

MCAL Scheme Shareholder means each MCAL Shareholder as at 5.00pm on the Record Date.

MCAL Share means one fully paid ordinary share issued in the capital of MCAL.

MCAL Share Scheme means this scheme of arrangement, together with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Bidder and Target.

MCAL Share Scheme Meeting means the meeting of MCAL Shareholders convened by order of the Court in relation to this MCAL Share Scheme pursuant to section 411(1) of the Corporations Act, and includes any adjournment of such meeting.

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

MCAML means Macquarie Capital Alliance Management Limited ABN 94 105 777 704.

Portfolio Company means each of:

- (a) European Directories SA, a limited liability public company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg;
- (b) Creative Broadcast Services International Limited, a company incorporated under the laws of Bermuda;
- (c) Fairway Investment Holdings Pty Limited, a company incorporated under the laws of the Commonwealth of Australia; and
- (d) Macquarie AIR-serv Holdings Inc., a company incorporated under the laws of Delaware.

Portfolio Company Equity Investment Amount means any equity investment by Target in Target's Portfolio Companies that has been paid or is payable after the date of the Scheme Implementation Agreement and prior to the Implementation Date.

Portfolio Company Equity Investment Per Security Amount means the Portfolio Company Equity Investment Amount divided by the number of Securities on issue at the Record Date.

Record Date means 5.00pm on the fifth Business Day following the Effective Date, or such other date (after the Effective Date) as Target and Bidder may agree in writing.

Register means the stapled security register of Target kept pursuant to the Corporations Act.

Registered Address means, in relation to a MCAL Shareholder, the address of the MCAL Shareholder as recorded in the MCAL Register.

Registry means Computershare Investor Services Pty Limited of Level 3, Carrington Street, Sydney NSW 2000.

Scaleback Scrip Consideration means the Scaleback Multiplier multiplied by the total number of Securities held by the Scheme Participant rounded up or down to the nearest whole number of Bid Securities (with fractional entitlements of 0.5 or less rounded down to the nearest whole number of Bid Securities).

Scaleback Multiplier means the Bid Security Consideration Cap divided by the total number of Securities in respect of which a Scrip Election has been made (such number to be rounded down to 8 decimal places). The Scaleback Multiplier cannot be equal to or greater than one.

Scheme Booklet means the information to be despatched to all Securityholders, and approved by the Court and the Bermuda Court, in connection with the Schemes, including the Share Schemes, the Explanatory Statements, the Independent Expert's Report, the Deed Poll, the Supplemental Deed, and notices convening the Share Scheme Meetings and the Trust Scheme Meeting together with the proxy forms for those meetings.

Scheme Consideration means, depending on the election or deemed election made by a Scheme Participant under clause 5.1 for each Security held by a Scheme Participant at the Record Date:

- (a) the Cash Consideration;
- (b) the Scrip Consideration; or
- (c) (if applicable) the Scaleback Scrip Consideration and the Allocated Cash Consideration divided by the total number of Securities held by a Scheme Participant at the Record Date.

Scheme Entity means:

- (a) in respect of this MCAL Share Scheme, MCAL;
- (b) in respect of the MCAIL Share Scheme, MCAIL;
- (c) in respect of the Trust Scheme, Trustee.

Scheme Implementation Agreement means the agreement of that name dated [•] June 2008 executed by MCAIL acting in its own capacity, MCAL acting in its own capacity and Trustee acting in its capacity as responsible entity of Trust and Bidder.

Scheme Participant means each person who participates in both the MCAIL Share Scheme, this MCAL Share Scheme and the Trust Scheme by virtue of being a MCAIL Scheme Shareholder, a MCAL Scheme Shareholder and a Scheme Unitholder.

Scheme Transfer means, for each Scheme Participant, a proper instrument of transfer of their Securities for the purpose of section 1071B of the Corporations Act, which may be a master transfer of all Securities.

Scheme Unitholder means each person who is a Unitholder as at 5.00pm on the Record Date.

Scheme Units means all of the Units on issue as at the Record Date.

Schemes means the Share Schemes and the Trust Scheme.

Scrip Consideration for each Security held by a Scheme Participant at the Record Date means one Bid Security.

Scrip Election means an election by a Scheme Participant who is not an Ineligible Overseas Securityholder to receive:

- (a) for each Security held by that Scheme Participant at the Record Date, Scrip Consideration; or
- (b) (if applicable) for the total number of Securities held by a Scheme Participant at the Record Date, the Scaleback Scrip Consideration and the Allocated Cash Consideration,

in accordance with clause 5.4. For the avoidance of doubt, an election made by an Ineligible Overseas Securityholder purporting to be a Scrip Election is of no effect.

Second Court Date means the first day on which an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving this MCAL Share Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned or appealed application is heard.

Security means a stapled security comprising one MCAL Scheme Share, one MCAIL Scheme Share and one Scheme Unit.

Securityholder means each person who is registered in the Register as the holder of Securities.

Separate Trust means each trust established between the Escrow Trustee and a Scheme Participant under the escrow deed in accordance with clause 5.5.

Share Scheme Meetings means the MCAL Share Scheme Meeting and the MCAIL Share Scheme Meeting.

Share Schemes means the MCAIL Share Scheme and this MCAL Share Scheme.

Shareholder means a MCAL Shareholder and a MCAIL Shareholder, and **Shareholders** means all of them.

Sunset Date means the date 6 months from the date of the Scheme Implementation Agreement.

Supplemental Deed means a deed poll under which Target will amend the Trust Constitution, the form of which is contained in Annexure 5 of the Scheme Implementation Agreement, with any alterations or conditions approved in writing by Bidder and Target.

Target means, together, MCAIL, MCAL and Trust (acting through Trustee in its capacity as responsible entity of Trust only), or any of them as the context requires. For the avoidance of doubt, no security in Trustee will become subject to the Schemes or any other transaction referred to in this agreement.

Target Group means MCAIL, MCAL and Trust.

Trust means Macquarie Capital Alliance Trust ARSN 112 638 212.

Trust Constitution means the constitution establishing Trust dated 24 January 2005 (as amended from time to time).

Trust Scheme means the arrangement, in accordance with Guidance Note 15, under which Bidder acquires all of the Units from Scheme Unitholders facilitated by amendments to the Trust Constitution as set out in the Supplemental Deed, subject to the requisite Scheme Unitholder approvals.

Trust Scheme Meeting means the meeting of Unitholders convened by Target pursuant to clause 17.1 of the Trust Constitution to consider the Trust Scheme Resolutions, and includes any adjournment of that meeting.

Trust Scheme Resolutions means the resolutions of Unitholders to approve the Trust Scheme including:

- (a) a resolution for the purposes of item 7 of section 611 of the Corporations Act to approve the acquisition of all the Units by Bidder; and
- (b) a resolution for the purposes of section 601GC(1) of the Corporations Act to approve amendments to the Trust Constitution as set out in the Supplemental Deed.

Trustee means the trustee for the time being of Trust being, as at the date of this deed, MCAML.

Unit means one fully paid ordinary unit in Trust.

Unitholder means each person who is registered in the Register as the holder of Units, and

Unitholders means all of them.

1.2 Interpretation

In this MCAL Share 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 MCAL Share Scheme, and a reference to this MCAL Share 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 Sydney, Australia time;
- (g) a reference to a party is to a party to this MCAL Share 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) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) 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
- (o) 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.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Preliminary

2.1 MCAL

- (a) MCAL is a public company limited by shares, incorporated in Australia and registered in Victoria. Its registered office is at level 7, 1 Martin Place, Sydney, New South Wales, 2000.
- (b) The MCAL Shares are stapled to MCAIL Shares and Units on a one-for-one-for-one basis.
- (c) Target is admitted to the official list of ASX and the Securities are officially quoted on the financial market conducted by ASX.
- (d) As at the date of the Scheme Booklet, Securities, comprising 245,959,183 MCAL Shares, 245,959,183 MCAIL Shares and 245,959,183 Units, were on issue.

2.2 MCAIL

MCAIL is an exempted company limited by shares, incorporated in Bermuda. Its registered office is at 35 Crow Lane, East Broadway, Paget HM20 Bermuda.

2.3 Trustee

- (a) Trustee is a public company limited by shares, incorporated in Australia and registered in New South Wales. Its registered office is at level 7, 1 Martin Place, Sydney, New South Wales, 2000.
- (b) Trustee is the responsible entity of Trust.

2.4 Bidder

Bidder is a proprietary company limited by shares, incorporated in Australia and registered in Victoria. Its registered office is at Level 11, 1 Martin Place, Sydney, New South Wales, 2000.

2.5 Supporting documents

- (a) MCAIL, MCAL, Trustee (as responsible entity for Trust) and Bidder have agreed, by executing the Scheme Implementation Agreement, to propose and implement the terms of and to perform their respective obligations under the MCAIL Share Scheme, this MCAL Share Scheme and the Trust Scheme.
- (b) Bidder has executed a Deed Poll pursuant to which Bidder has covenanted in favour of each Scheme Participant to do all those things Bidder is required to do under the Schemes, including the provision of the Scheme Consideration in accordance with the terms of the Schemes.

- (c) If this MCAL Share Scheme become Effective, MCAL undertakes in favour of each MCAL Scheme Shareholder that it will enforce the Deed Poll against Bidder on behalf of and as agent and attorney for MCAL Scheme Shareholders.

3. Conditions precedent

- (a) This MCAL Share Scheme is conditional on:
 - (i) all of the Conditions Precedent having been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement;
 - (ii) the Scheme Implementation Agreement having not been terminated as at 8am on the Second Court Date; and
 - (iii) such other conditions imposed by the Court under section 411(6) of the Corporations Act as are acceptable to Bidder and Target.
- (b) The fulfilment of each condition in clause 3(a) is a condition precedent to the binding effect of this MCAL Share Scheme.
- (c) On the Second Court Date, Target must provide to the Court a certificate confirming whether or not all the conditions precedent to this MCAL Share Scheme have been satisfied or waived other than the condition in clauses 3.1(b) and 3.1(c) of the Scheme Implementation Agreement.
- (d) This MCAL Share Scheme will lapse and be of no further force or effect if the Effective Date has not occurred on or before the Sunset Date or such later date as the Court, with the consent of Bidder and Target, may order.

4. The MCAL Share Scheme

4.1 Effect of MCAL Share Scheme

- (a) If this MCAL Share Scheme becomes Effective then:
 - (i) all the MCAL Scheme Shares (together with all rights and entitlements attaching to the MCAL Scheme Shares) will be transferred to Bidder simultaneously with the transfer of all the MCAIL Scheme Shares and Scheme Units to Bidder under the MCAIL Share Scheme and Trust Scheme respectively;
 - (ii) MCAL will enter the name of Bidder in the MCAL Register in respect of all the MCAL Scheme Shares; and
 - (iii) Bidder will provide the Scheme Consideration to MCAL in accordance with clause 5,

in accordance with the provisions of this MCAL Share Scheme.
- (b) If this MCAL Share Scheme becomes Effective, it will:
 - (i) bind MCAL and all Securityholders, including those who do not attend the MCAL Share Scheme Meeting, those who do not vote at that meeting and those who vote against this MCAL Share Scheme at that meeting; and
 - (ii) override the Constitution, to the extent of any inconsistency.

4.2 Procedural matters

- (a) If the Court makes the Court Order, MCAL will lodge with ASIC office copies of that order as soon as practicable and by no later than 5.00pm on the first Business Day after the date on which the Court Order is made.
- (b) This MCAL Share Scheme will come into effect on the Effective Date.
- (c) On or before 12.00 noon on the Implementation Date, in consideration for the transfer of the Securities to Bidder, Bidder must provide or procure the provision of the Scheme Consideration in the manner required by clause 5.
- (d) On the Implementation Date, subject to Bidder paying the Scheme Consideration in accordance with clause 5 and Bidder providing MCAL with written confirmation of that payment:
 - (i) all of the MCAL Scheme Shares together with all rights and entitlements attaching to the MCAL Scheme Shares as at that time will be transferred to Bidder without the need for any further act by any MCAL Scheme Shareholder (other than acts performed by MCAL (or its directors or officers) as attorney or agent of MCAL Scheme Shareholders under clause 8.2 or otherwise) and must be transferred to Bidder simultaneously with the transfer of all of the MCAIL Scheme Shares and Scheme Units under the MCAIL Share Scheme and Trust Scheme respectively; and
 - (ii) MCAL will procure the delivery to Bidder of transfers of all the MCAL Scheme Shares duly completed and executed on behalf of MCAL Scheme Shareholders in the form of Scheme Transfers which transfer all of the Securities to Bidder.
- (e) Bidder must immediately execute the transfers referred to in clause 4.2(d)(ii) as transferee and deliver the Scheme Transfers to MCAL for registration.
- (f) MCAL must, immediately following receipt of the transfers under clause 4.2(e) (in the form of Scheme Transfers in respect of the Securities), enter the name and address of Bidder in:
 - (i) the MCAL Register in respect of all the MCAL Scheme Shares; and
 - (ii) the Register in respect of all Securities.
- (g) On the Implementation Date, after the payment of the Scheme Consideration to MCAL in accordance with clause 5, the MCAL Board will be reconstituted by:
 - (i) the appointment of Bidder's nominees to the MCAL board of directors; and
 - (ii) the resignation from the MCAL board of directors of all persons who are not nominees of Bidder.

5. Scheme Consideration

5.1 Election mechanism

- (a) Using the Election Form, each Securityholder will be requested to elect one of the following:
 - (i) the Cash Election; or
 - (ii) the Scrip Election.

- (b) Subject to paragraph (h), any valid election will apply to all of the Securities of the Scheme Participant as at the Record Date.
- (c) A valid election may be made by a Scheme Participant by returning the election form before 7.00pm on the Effective Date in writing to an address to be specified by Target in the Explanatory Statement.
- (d) An Ineligible Overseas Securityholder may not make a Scrip Election.
- (e) Once made, a valid election by a Scheme Participant may be varied before 7.00pm on the Effective Date.
- (f) If a valid election is not made by a Scheme Participant prior to 7.00pm on the Effective Date, that Scheme Participant will be deemed to have elected to receive Cash Consideration in respect of all Securities held by that Scheme Participant.
- (g) For Scheme Participants making a Scrip Election, such Scheme Participants agree to become members of Macquarie Advanced Investment Limited and Macquarie Advanced Investment International Ltd and unitholders of Macquarie Advanced Investment Trust and contribute the full amount of the Distribution in accordance with clause 5.5.
- (h) In the manner considered appropriate by Target (acting reasonably), a Scheme Participant that holds one or more parcels of Securities as trustee or nominee for, or otherwise on account of, another person, may make separate elections in relation to each of those parcels of Securities.
- (i) Target must ensure that, to the extent reasonably practicable, Scheme Participants that have acquired Securities after the date of the despatch of the Explanatory Statement and up until the Effective Date can receive an election form on request to Target.
- (j) In order to facilitate the issue of the Bid Securities, Target must provide, or procure the provision, to Bidder, or a nominee of Bidder, details of the final elections made by each Scheme Participant, on the Business Day after the Effective Date.

5.2 Scheme Consideration

- (a) If a Scheme Participant does not make a valid Scrip Election (whether or not the Scheme Participant makes a Cash Election) or the provisions of clause 5.2(d) apply then the Scheme Participant will be entitled to receive for each Security held by that Scheme Participant at the Record Date:
 - (i) the Cash Consideration, which must be paid in the manner referred to in clause 5.3; and
 - (ii) the Distribution, payable by Target immediately before the payment of the Scheme Consideration to Scheme Participants and the transfer of Securities to Bidder on the Implementation Date.
- (b) If a Scheme Participant makes a valid Scrip Election, then subject to clauses 5.2(c) and 5.2(d), the Scheme Participant will be entitled to receive for each Security held by that Scheme Participant at the Record Date:
 - (i) the Scrip Consideration, which is to be issued in the manner referred to in clause 5.4; and
 - (ii) the Distribution, payable in accordance with clause 5.5.
- (c) If, and only if, the valid Scrip Elections received from Scheme Participants would result in a number of Bid Securities in excess of the Bid Security Consideration Cap being required

to be issued to Scheme Participants pursuant to clause 5.2(b), the Scheme Participant will be entitled to receive in lieu of the Scrip Consideration:

- (i) Allocated Cash Consideration, which is to be paid in the manner referred to in clause 5.3; and
 - (ii) the Scaleback Scrip Consideration, which is to be issued in the manner referred to in clause 5.4.
- (d) In the event that valid Scrip Elections are received from Scheme Participants in respect of less than 12,297,959 Securities, all Scheme Participants will receive Cash Consideration for each Security held by that Scheme Participant at the Record Date, which must be paid in the manner referred to in clause 5.3, and no Scheme Participants will be entitled to receive any Scrip Consideration and clause 5.5 will not apply.
- (e) The parties acknowledge and agree that the principle of this clause 5.2 is that Bidder will, under the Scheme, not issue an aggregate number of Bid Securities which is greater than the Bid Security Consideration Cap (other than to take into account any applicable rounding), and clause 5 of this deed is to be interpreted accordingly.

5.3 Cash Consideration

- (a) The obligations of Bidder to pay the Aggregate Cash Consideration will be satisfied by Bidder, before 12.00pm on the Implementation Date, depositing the Aggregate Cash Consideration into an account in the name of Target.
- (b) MCAL is to procure that such amount be held by Target on trust for the relevant Scheme Participants (except that any interest on the amount will be for the account of Bidder) for the purpose of sending the Scheme Consideration to the relevant Scheme Participants within five Business Days of the Implementation Date by dispatching or procuring the dispatch to each relevant Scheme Participant by pre-paid post to their Registered Address a cheque in Australian currency drawn on an Australian bank in the name of that Scheme Participant for an amount (rounded up to the nearest whole cent) equal to:
- (i) in respect of Scheme Participants receiving Cash Consideration, the number of Securities held by that Scheme Participant multiplied by the Cash Consideration; or
 - (ii) in respect of Scheme Participants receiving Allocated Cash Consideration, the Allocated Cash Consideration.
- (c) In the case of joint holders of Securities, a cheque shall be payable and forwarded in the names of those joint holders.
- (d) In the case of a notice having been given to MCAL (or the Registry) of an order made by a court of competent jurisdiction:
- (i) which requires payment to a third party of a sum in respect of Securities held by a particular Scheme Participant, which would otherwise be payable to the particular Scheme Participant in accordance with paragraph (b) above, then MCAL shall procure that payment is made in accordance with that order; or
 - (ii) which would prevent Target from despatching payment to any particular Scheme Participant in accordance with paragraph (b) above, MCAL shall procure that Target (or Registry) retains an amount that would otherwise be payable to that Scheme Participant in accordance with clause 5.3(b) until such time as payment is permitted by law.

5.4 Scrip Consideration

- (a) To facilitate the provision of the Aggregate Scrip Consideration payable to Scheme Participants that have made a valid Scrip Election, Bidder must procure that the Bid Fund:
- (i) on the Implementation Date, issues the applicable Bid Securities to each applicable Scheme Participant in accordance with the terms of this Scheme;
 - (ii) on the Implementation Date, enters in the Bid Security security register the name and address of each such Scheme Participant and the number of Bid Securities which that Scheme Participant is entitled to receive under this Scheme; and
 - (iii) on or within five Business Days after the Implementation Date dispatch to each such Scheme Participant by pre-paid ordinary post (or, if the address of the Scheme Participant in the Register is outside Australia, by pre-paid airmail post) to each Scheme Participant to their address recorded in the Register on the Record Date, a holding statement for the Bid Securities issued to that Scheme Participant in accordance with this Scheme.
- (b) In the case of Securities held in joint names, holding statements for Bid Securities must be issued in the names of joint holders and sent to the holder whose name appears first in the Register on the Record Date.

5.5 Escrow of Distribution for Scheme Participants making Scrip Election

- (a) Subject to clause 5.2(d), each Scheme Participant who has made a valid Scrip Election:
- (i) directs Target to, immediately before the payment of the Scheme Consideration to Scheme Participants and the transfer of Securities to Bidder on the Implementation Date, pay the Distribution payable to that Scheme Participant (or, where clause 5.2(c) applies, that part of the Distribution equal to the Distribution per Security multiplied by the number of Bid Securities that the Scheme Participant is to receive under the Schemes) (**Escrow Amount**) to the Escrow Trustee, and such Escrow Amount is to be:
 - (A) held by the Escrow Trustee on a Separate Trust for the Scheme Participant at a reasonable rate of interest and in accordance with the terms and conditions of the Escrow Deed governing the escrow arrangement; and
 - (B) paid to, or for the benefit of, the Scheme Participant as set out below;
 - (ii) appoints the Scheme Entity as the agent and attorney for the Scheme Participant and directs the Scheme Entity in that capacity to direct the Bid Fund Investment Manager to:
 - (A) direct the Escrow Trustee to pay the net amount of all interest accrued on the Escrow Amount (after deduction of the Scheme Participant's pro rata share of all reasonable costs, expenses and outgoings of the Escrow Trustee) to the Scheme Participant and to do so at least once in each period commencing on 1 July in any year and ending on 30 June in the following year;
 - (B) certify to the Escrow Trustee that all holders of Bid Securities are subject to a Further Capital Investment Requirement of a particular amount per Bid Security (**FCIR Amount**), to pay, from (but not exceeding) the remainder of the Escrow Amount then held by the Escrow Trustee, an amount equal to:

$$\frac{FCIR\ Amount}{Distribution\ per\ Security} \times original\ amount\ of\ the\ Escrow\ Amount$$

promptly to Bidder, or as directed by Bidder, on behalf of the Scheme Participant;

- (C) if, from time to time, the Bid Fund Investment Manager certifies to the Escrow Trustee that a particular amount per Bid Security (**Return Amount**) from the remainder of the Escrow Amount should be paid to the Scheme Participant, pay, from (but not exceeding) the remainder of the Escrow Amount then held by the Escrow Trustee, an amount equal to:

$$\frac{Return\ Amount}{Distribution\ per\ Security} \times original\ amount\ of\ the\ Escrow\ Amount$$

promptly to the Scheme Participant; and

- (D) if either:
- (I) the Bid Fund Investment Manager certifies to the Escrow Trustee that the remainder of the Escrow Amount should be paid to Scheme Participants; or
 - (II) any part of the Escrow Amount is still held on the Escrow Sunset Date,

pay the remainder of the Escrow Amount then held by the Escrow Trustee and the net amount of all interest then accrued on the Escrow Amount (after deduction of the Scheme Participant's pro rata share of all reasonable costs, expenses and outgoings of the Escrow Trustee) promptly to the Scheme Participant; and

- (iii) undertakes to the Scheme Entity on its own behalf and as trustee for Bidder not to withdraw or amend the directions given to the Escrow Trustee under clauses 5.5(a)(i) and 5.5(a)(ii).
- (b) The amount payable to the Escrow Trustee by a particular Scheme Entity in respect of an Escrow Amount will be a proportion of the Escrow Amount equal to the proportion of the Distribution paid or payable by that Scheme Entity.
- (c) It is the fundamental intention of Bidder and each Scheme Participant that:
- (i) each Separate Trust, the Beneficial Interest and the Escrow Amount to which each Separate Trust relates be kept distinct from each other Separate Trust, Beneficial Interest and Escrow Amount; and
 - (ii) there should be no pooling of any of the interests or property referred to in paragraph (i) nor should any one or more Separate Trusts constitute a managed investment scheme.

5.6 Status of Bid Securities

The Bid Securities to be allotted and issued by Bidder as part of the Scheme Consideration will be of equal ranking with all existing Bid Securities then on issue and will be allotted and issued free from all encumbrances.

5.7 Agreement by Scheme Participants

Scheme Participants who receive Bid Securities issued by Bidder by way of Scheme Consideration accept those Bid Securities and agree to become a member of each of Macquarie Advanced Investment Limited, Macquarie Advanced Investment Trust and Macquarie Advanced Investment International Ltd and to be bound by the constitutions of such entities.

6. Dealings in MCAL Shares

- (a) For the purpose of establishing the persons who are MCAL Scheme Shareholders, dealings in MCAL Shares will only be recognised if:
 - (i) in the case of dealings of the type to be effected using CHESSE, the transferee is registered in the MCAL Register as the holder of the relevant MCAL Shares by the Record Date; and
 - (ii) in all other cases, registrable transfers or transmission applications in respect of those dealings are received at the Registry by the Record Date.
- (b) MCAL will register registrable transfers or transmission applications of the kind referred to in clause 6(a)(ii) by, or as soon as practicable after, the Record Date. The persons shown in the MCAL Register, and the number of MCAL Shares shown as being held by them, after registration of those transfers and transmission applications will be taken to be MCAL Shareholders, and the number of MCAL Shares held by them, on the Record Date.
- (c) MCAL will not accept for registration, nor recognise for any purpose, any transfer or transmission application in respect of MCAL Shares received after the Record Date (or received prior to the Record Date not in registrable form).
- (d) MCAL will maintain or procure the maintenance of the MCAL Register in accordance with this clause 5.4. The MCAL Register immediately after registration of registrable transfers or transmission applications of the kind referred to in clause 6(a)(ii) will solely determine the persons who are MCAL Scheme Shareholders and their entitlements to the Scheme Consideration.
- (e) From the Record Date and until registration of Bidder in respect of all MCAL Scheme Shares under clause 4.2(f), no MCAL Shareholder may deal with MCAL Shares in any way except as set out in this MCAL Share Scheme and any attempt to do so will have no effect.
- (f) On or before 9.00 am on the Implementation Date, MCAL must give to Bidder details of the names and addresses shown in the MCAL Register of all MCAL Scheme Shareholders and of the number of MCAL Scheme Shares held by each of them on the Record Date by giving Bidder details of the names and addresses shown in the Register of all MCAL Scheme Shareholders and of the number of MCAL Scheme Shares held by each of them on the Record Date.

7. Quotation of Securities

- (a) It is expected that the suspension of trading in the Securities on ASX will occur from the close of trading on the day on which Target notifies ASX that the Court has approved this MCAL Share Scheme under section 411(4)(b) of the Corporations Act.
- (b) On a date after the Implementation Date to be determined by Bidder, MCAL will apply for termination of the official quotation on ASX of the Securities and apply to have Target removed from the official list of ASX.

8. General

8.1 Alterations and conditions

If the Court proposes to approve this MCAL Share Scheme subject to alterations or conditions, MCAL may, by its counsel or solicitors but subject to the prior written approval of Bidder, consent on behalf of all MCAL Scheme Shareholders to those alterations or conditions.

8.2 Covenants by MCAL Scheme Shareholders

- (a) Each MCAL Scheme Shareholder:
- (i) agrees to the transfer of all of their MCAL Scheme Shares to Bidder in accordance with this MCAL Share Scheme;
 - (ii) agrees to the modification or variation (if any) of the rights attaching to their MCAL Scheme Shares arising from this MCAL Share Scheme;
 - (iii) without the need for any further act, irrevocably appoints MCAL and each of its directors and officers, jointly and severally, as that MCAL Scheme Shareholder's attorney and agent for the purpose of executing any document or doing any other act necessary to give full effect to this MCAL Share Scheme and the transactions contemplated by it; and
 - (iv) consents to MCAL doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to this MCAL Share Scheme and the transactions contemplated by it, including (without limitation) a proper instrument of transfer of its MCAL Scheme Shares for the purposes of section 1071B of the Corporations Act which may be a master transfer of all MCAL Scheme Shares.
- (b) From the Effective Date until MCAL registers Bidder as the holder of all MCAL Scheme Shares in the Register, each MCAL Scheme Shareholder is deemed to have appointed MCAL as its attorney and agent (and directed MCAL in such capacity) to appoint the Chairman of Bidder (or other nominee of Bidder) as its sole proxy and, where applicable, corporate representative to attend shareholder meetings of MCAL, exercise the votes attaching to the MCAL Scheme Shares of which they are the registered holder and sign any MCAL Shareholders' resolution, and no MCAL Scheme Shareholder may attend or vote at any of those meetings or sign or vote on any resolutions (whether in person, by proxy or by corporate representative) other than pursuant to this clause 8.2(b). MCAL undertakes in favour of each MCAL Scheme Shareholder that it will appoint the Chairman of Bidder (or other nominee of Bidder) as the MCAL Scheme Shareholder's proxy or, where applicable, corporate representative in accordance with this clause 8.2(b).

8.3 Status of MCAL Scheme Shares

- (a) MCAL Scheme Shareholders are deemed to have warranted to MCAL in its own right and on behalf of Bidder that all their MCAL Scheme Shares (including any rights and entitlements attaching to those MCAL Scheme Shares) which are transferred to Bidder under this MCAL Share Scheme will, at the date they are transferred to Bidder, be fully paid and free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind (other than that they must be transferred together with the other securities comprising a Security) and that they have full power and capacity to sell and to transfer such MCAL Scheme Shares (including any rights and entitlements attaching to those securities).

- (b) Bidder will be beneficially entitled to the MCAL Scheme Shares transferred to it under this MCAL Share Scheme pending registration by MCAL of the name and address of Bidder in the Register as the holder of the MCAL Scheme Shares.

8.4 Notices

Where a notice, transfer, transmission application, direction or other communication referred to in this MCAL Share Scheme is sent by post to MCAL, 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 MCAL's registered office.

8.5 Further assurances

MCAL must do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to this MCAL Share Scheme and the transactions contemplated by it.

8.6 Costs

Bidder will pay the costs of this MCAL Share Scheme (including any stamp duty payable on the transfer by MCAL Scheme Shareholders of the MCAL Scheme Shares to Bidder).

8.7 Proper law

The proper law of this MCAL Share Scheme is the law of New South Wales.

Annexure 4

MCAIL Share Scheme

Annexure to Scheme Implementation Agreement

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Scheme of Arrangement

Pursuant to section 99 of the Companies Act

Between

Macquarie Capital Alliance International Limited ("MCAIL")

and

The holders of fully paid ordinary shares in MCAIL

1. Defined terms & interpretation

1.1 Defined terms

The following definitions apply unless the context requires otherwise.

Aggregate Cash Consideration means the aggregate of all Cash Consideration and the Allocated Cash Consideration (as relevant) payable to Scheme Participants under the Schemes.

Aggregate Scrip Consideration means the aggregate of all Scrip Consideration or Scaleback Scrip Consideration (as relevant) to be issued to Scheme Participants under the Schemes.

Allocated Cash Consideration means a cash amount equal to the Cash Consideration multiplied by the number equal to the total number of Securities held by the Scheme Participant minus the total number of Bid Securities making up the Scaleback Scrip Consideration to be provided to that Scheme Participant.

ASIC means the Australian Securities and Investments Commission.

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

Beneficial Interest means the beneficial interest of a Scheme Participant in an Escrow Amount under a Separate Trust.

Bermuda Court means the Supreme Court of Bermuda.

Bid Fund means the issuers of the Bid Securities or any of them as the context requires.

Bid Fund Investment Manager means Macquarie Advanced Investment Partners G.P. Limited, an exempted company incorporated in the Cayman Islands.

Bid Security means a stapled security comprising:

- (a) one share in Macquarie Advanced Investment Limited;
- (b) one unit in Macquarie Advanced Investment Trust; and
- (c) one share in Macquarie Advanced Investment International Ltd.

Bid Security Consideration Cap means 49,191,837.

Bidder means Macquarie Advanced Investment Company Pty Limited ACN 131 467 411.

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

Bye-laws means the bye-laws of MCAIL (as amended from time to time).

Cash Consideration for each Security held by a Scheme Participant at the Record Date means \$3.40 less the Distribution.

Cash Election means an election by a Scheme Participant to receive Cash Consideration for each Security held by that Scheme Participant at the Record Date in accordance with clause 5.3.

CHESS means the Clearing House Electronic Subregister System for the electronic transfer of securities and other financial products operated by ASX Settlement and Transfer Corporation Pty Ltd ABN 49 008 504 532.

Companies Act means the Companies Act 1981 of Bermuda.

Conditions Precedent means the conditions precedent set out in clause 3.1 of the Scheme Implementation Agreement.

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

Court Order means the order of the NSW Court approving the MCAL Share Scheme under section 411(4)(b) of the Corporations Act or, as relevant, the order of the Bermuda Court approving this MCAIL Share Scheme made under section 99(2) of the Companies Act.

Deed Poll means the deed poll dated [•] 2008 executed by Bidder in favour of Scheme Participants.

Distribution means a special distribution:

- (a) in respect of which guidance is to be announced by Target between 8.00am and 5.00pm on the date 2 Business Days before the MCAL Share Scheme Meeting;
- (b) to be declared by Trust on the day after the Effective Date;
- (c) having a record date being the Record Date; and
- (d) expected to be paid immediately before the payment of the Scheme Consideration to Scheme Participants and the transfer of Securities to Bidder on the Implementation Date, or applied as set out in clause 5.5,

the amount of which is to be calculated, per Security, as \$0.40 less the EDSA Gouden Gids Acquisition Per Security Amount and less the Portfolio Company Equity Investment Per Security Amount.

EDSA Gouden Gids Acquisition means the acquisition by European Directories SA (of which Target has a 39% holding) of the Dutch operations of Truvo, including the Gouden Gids directory, for approximately €290 million as announced to ASX on 31 March 2008.

EDSA Gouden Gids Acquisition Amount is A\$52 million if consideration in respect of EDSA Gouden Gids Acquisition has been paid or is payable prior to the Implementation Date, or otherwise is zero.

EDSA Gouden Gids Acquisition Per Security Amount means the EDSA Gouden Gids Acquisition Amount divided by the number of Securities on issue at the Record Date.

Effective means, when used in relation to the Schemes, all of the following events taking place:

- (a) the Court Order in relation to the MCAL Share Scheme coming into effect pursuant to section 411(10) of the Corporations Act;
- (b) the Court Order in relation to this MCAIL Share Scheme coming into effect pursuant to section 99(3) of the Companies Act; and
- (c) the Supplemental Deed taking effect pursuant to section 601GC(2) of the Corporations Act.

Effective Date means the date on which the Schemes become Effective.

Election Form means a form to be completed by Securityholders to record their election in relation to Scheme Consideration which forms part of the Scheme Booklet.

Escrow Amount has the meaning given to it in clause 5.5(a).

Escrow Sunset Date means the date five years after the Implementation Date.

Escrow Trustee means Macquarie Advanced Investment Management Limited (or another entity appointed as responsible entity for Macquarie Advanced Investment Trust from time to time) acting as trustee in accordance with clause 5.5.

Explanatory Statements means:

- (a) the statement pursuant to section 412 of the Corporations Act which has been, or will be, registered by ASIC in relation to the MCAL Share Scheme;
- (b) the explanatory statement pursuant to section 100(1)(a) of the Companies Act in relation to this MCAIL Share Scheme; and
- (c) the explanatory statement to be sent to Unitholders in relation to the Trust Scheme, in accordance with Guidance Note 15 and the relevant provisions of the Corporations Act, explaining the effect of the Trust Scheme and setting out information that is material to the making of a decision by Unitholders whether or not to vote in favour of the Trust Scheme,

copies of which will be included in the Scheme Booklet.

Further Capital Investment Requirement means an obligation to pay a further amount in respect of each Bid Security under the terms of issue of the Bid Securities as a result of:

- (a) the commitment of funds for investments in Portfolio Companies by the Bid Fund in accordance with the original investment policy of the Bid Fund; or
- (b) a need for further working capital in the Bid Fund.

Guidance Note 15 means *Guidance Note 15: Listed Trusts and Managed Investment Scheme Mergers* issued by the Takeovers Panel of Australia (as amended from time to time).

Implementation Date means the fifth Business Day after the Record Date.

Independent Expert's Report means the report prepared by a person to be appointed by Target as independent expert to prepare a report to be provided to Target, Shareholders and Unitholders providing an opinion as to whether each of the Share Schemes is in the best interests of Shareholders and as to whether the Trust Scheme is fair and reasonable to Unitholders.

Ineligible Overseas Securityholder means a Scheme Participant whose address as shown in the Register at the Record Date is a place outside Australia and its external territories, New Zealand and such other jurisdictions as Target and Bidder agree in writing.

MCAIL means Macquarie Capital Alliance International Limited, a company incorporated in Bermuda with registration number 36770.

MCAIL Register means the register of MCAIL Shareholders maintained by MCAIL pursuant to Section 65 of the Companies Act.

MCAIL Scheme Share means each MCAIL Share held by a MCAIL Scheme Shareholder.

MCAIL Scheme Shareholder means each MCAIL Shareholder as at 5.00pm on the Record Date.

MCAIL Share means one fully paid ordinary share issued in the capital of MCAIL.

MCAIL Share Scheme means this scheme of arrangement, together with any alterations or conditions made or required by the Bermuda Court and approved in writing by Bidder and Target.

MCAIL Share Scheme Meeting means the meeting of MCAIL Shareholders convened by the Bermuda Court in relation to this MCAIL Share Scheme pursuant to section 99(1) of the Companies Act, and includes any adjournment of such meeting.

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

MCAL means Macquarie Capital Alliance Limited ABN 96 112 594 662.

MCAL Register means the register of MCAL Shareholders maintained by MCAL pursuant to Chapter 2C of the Corporations Act.

MCAL Scheme Share means each MCAL Share held by a MCAL Scheme Shareholder.

MCAL Scheme Shareholder means each MCAL Shareholder as at 5.00pm on the Record Date.

MCAL Share means one fully paid ordinary share issued in the capital of MCAL.

MCAL Share Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act between MCAL and MCAL Shareholders, under which Bidder acquires all of the MCAL Shares from the MCAL Shareholders, together with any alterations or conditions made or required by the NSW Court under section 411(6) of the Corporations Act and approved in writing by Bidder and Target.

MCAL Share Scheme Meeting means the meeting of MCAL Shareholders convened by order of the NSW Court in relation to the MCAL Share Scheme pursuant to section 411(1) of the Corporations Act, and includes any adjournment of such meeting.

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

MCAML means Macquarie Capital Alliance Management Limited ABN 94 105 777 704.

NSW Court means the Supreme Court of New South Wales.

Portfolio Company means each of:

- (a) European Directories SA, a limited liability public company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg;
- (b) Creative Broadcast Services International Limited, a company incorporated under the laws of Bermuda;
- (c) Fairway Investment Holdings Pty Limited, a company incorporated under the laws of the Commonwealth of Australia; and
- (d) Macquarie AIR-serv Holdings Inc., a company incorporated under the laws of Delaware.

Portfolio Company Equity Investment Amount means any equity investment by Target in Target's Portfolio Companies that has been paid or is payable after the date of the Scheme Implementation Agreement and prior to the Implementation Date.

Portfolio Company Equity Investment Per Security Amount means the Portfolio Company Equity Investment Amount divided by the number of Securities on issue at the Record Date.

Record Date means 5.00pm on the fifth Business Day following the Effective Date, or such other date (after the Effective Date) as Target and Bidder may agree in writing.

Register means the stapled security register of Target kept pursuant to the Corporations Act.

Registered Address means, in relation to a MCAIL Shareholder, the address of the MCAIL Shareholder as recorded in the MCAIL Register.

Registry means Computershare Investor Services Pty Limited of Level 3, Carrington Street, Sydney NSW 2000.

Scaleback Scrip Consideration means the Scaleback Multiplier multiplied by the total number of Securities held by the Scheme Participant rounded up or down to the nearest whole number of Bid Securities (with fractional entitlements of 0.5 or less rounded down to the nearest whole number of Bid Securities).

Scaleback Multiplier means the Bid Security Consideration Cap divided by the total number of Securities in respect of which a Scrip Election has been made (such number to be rounded down to 8 decimal places). The Scaleback Multiplier cannot be equal to or greater than one.

Scheme Booklet means the information to be despatched to all Securityholders, and approved by the NSW Court and the Bermuda Court, in connection with the Schemes, including the Share Schemes, the Explanatory Statements, the Independent Expert's Report, the Deed Poll, the Supplemental Deed, and notices convening the Share Scheme Meetings and the Trust Scheme Meeting together with the proxy forms for those meetings.

Scheme Consideration means, depending on the election or deemed election made by a Scheme Participant under clause 5.1 for each Security held by a Scheme Participant at the Record Date:

- (a) the Cash Consideration;
- (b) the Scrip Consideration; or
- (c) (if applicable) the Scaleback Scrip Consideration and the Allocated Cash Consideration divided by the total number of Securities held by a Scheme Participant at the Record Date.

Scheme Entity means:

- (a) in respect of the MCAL Share Scheme, MCAL;
- (b) in respect of this MCAIL Share Scheme, MCAIL;
- (c) in respect of the Trust Scheme, Trustee.

Scheme Implementation Agreement means the agreement of that name dated [•] June 2008 executed by MCAIL acting in its own capacity, MCAL acting in its own capacity and Trustee acting in its capacity as responsible entity of Trust and Bidder.

Scheme Participant means each person who participates in both this MCAIL Share Scheme, the MCAL Share Scheme and the Trust Scheme by virtue of being a MCAIL Scheme Shareholder, a MCAL Scheme Shareholder and a Scheme Unitholder.

Scheme Transfer means, for each Scheme Participant, a proper instrument of transfer of their Securities for the purpose of section 1071B of the Corporations Act, which may be a master transfer of all Securities.

Scheme Unitholder means each person who is a Unitholder as at 5.00pm on the Record Date.

Scheme Units means all of the Units on issue as at the Record Date.

Schemes means the Share Schemes and the Trust Scheme.

Scrip Consideration for each Security held by a Scheme Participant at the Record Date means one Bid Security.

Scrip Election means an election by a Scheme Participant who is not an Ineligible Overseas Securityholder to receive:

- (a) for each Security held by that Scheme Participant at the Record Date, Scrip Consideration; or
- (b) (if applicable) for the total number of Securities held by a Scheme Participant at the Record Date, the Scaleback Scrip Consideration and the Allocated Cash Consideration,

in accordance with clause 5.4. For the avoidance of doubt, an election made by an Ineligible Overseas Securityholder purporting to be a Scrip Election is of no effect.

Second Court Date means the first day on which an application made to the Bermuda Court for an order pursuant to section 99(2) of the Companies Act approving this MCAIL Share Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned or appealed application is heard.

Security means a stapled security comprising one MCAL Scheme Share, one MCAIL Scheme Share and one Scheme Unit.

Securityholder means each person who is registered in the Register as the holder of Securities.

Separate Trust means each trust established between the Escrow Trustee and a Scheme Participant under the escrow deed in accordance with clause 5.5.

Share Scheme Meetings means the MCAL Share Scheme Meeting and the MCAIL Share Scheme Meeting.

Share Schemes means this MCAIL Share Scheme and the MCAL Share Scheme.

Shareholder means a MCAL Shareholder and a MCAIL Shareholder, and **Shareholders** means all of them.

Sunset Date means the date 6 months from the date of the Scheme Implementation Agreement.

Supplemental Deed means a deed poll under which Target will amend the Trust Constitution, the form of which is contained in Annexure 5 of the Scheme Implementation Agreement, with any alterations or conditions approved in writing by Bidder and Target.

Target means, together, MCAIL, MCAL and Trust (acting through Trustee in its capacity as responsible entity of Trust only), or any of them as the context requires. For the avoidance of doubt, no security in Trustee will become subject to the Schemes or any other transaction referred to in this agreement.

Target Group means MCAIL, MCAL and Trust.

Trust means Macquarie Capital Alliance Trust ARSN 112 638 212.

Trust Constitution means the constitution establishing Trust dated 24 January 2005 (as amended from time to time).

Trust Scheme means the arrangement, in accordance with Guidance Note 15, under which Bidder acquires all of the Units from Scheme Unitholders facilitated by amendments to the Trust Constitution as set out in the Supplemental Deed, subject to the requisite Scheme Unitholder approvals.

Trust Scheme Meeting means the meeting of Unitholders convened by Target pursuant to clause 17.1 of the Trust Constitution to consider the Trust Scheme Resolutions, and includes any adjournment of that meeting.

Trust Scheme Resolutions means the resolutions of Unitholders to approve the Trust Scheme including:

- (a) a resolution for the purposes of item 7 of section 611 of the Corporations Act to approve the acquisition of all the Units by Bidder; and
- (b) a resolution for the purposes of section 601GC(1) of the Corporations Act to approve amendments to the Trust Constitution as set out in the Supplemental Deed.

Trustee means the trustee for the time being of Trust being, as at the date of this deed, MCAML.

Unit means one fully paid ordinary unit in Trust.

Unitholder means each person who is registered in the Register as the holder of Units, and

Unitholders means all of them.

1.2 Interpretation

In this MCAIL Share 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 MCAIL Share Scheme, and a reference to this MCAIL Share 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 Sydney, Australia time;
- (g) a reference to a party is to a party to this MCAIL Share 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 Companies Act has the meaning given to it in the Companies Act;

- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) 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
- (o) 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.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Preliminary

2.1 MCAL

- (a) MCAL is a public company limited by shares, incorporated in Australia and registered in Victoria. Its registered office is at level 7, 1 Martin Place, Sydney, New South Wales, 2000.
- (b) The MCAL Shares are stapled to MCAIL Shares and Units on a one-for-one-for-one basis.
- (c) Target is admitted to the official list of ASX and the Securities are officially quoted on the financial market conducted by ASX.
- (d) As at the date of the Scheme Booklet, Securities, comprising 245,959,183 MCAL Shares, 245,959,183 MCAIL Shares and 245,959,183 Units, were on issue.

2.2 MCAIL

MCAIL is an exempted company limited by shares, incorporated in Bermuda. Its registered office is at 35 Crow Lane, East Broadway, Paget HM20 Bermuda.

2.3 Trustee

- (a) Trustee is a public company limited by shares, incorporated in Australia and registered in New South Wales. Its registered office is at level 7, 1 Martin Place, Sydney, New South Wales, 2000.
- (b) Trustee is the responsible entity of Trust.

2.4 Bidder

Bidder is a proprietary company limited by shares, incorporated in Australia and registered in Victoria. Its registered office is at Level 11, 1 Martin Place, Sydney, New South Wales, 2000.

2.5 Supporting documents

- (a) MCAIL, MCAL, Trustee (as responsible entity for Trust) and Bidder have agreed, by executing the Scheme Implementation Agreement, to propose and implement the terms of and to perform their respective obligations under this MCAIL Share Scheme, the MCAL Share Scheme and the Trust Scheme.

- (b) Bidder has executed a Deed Poll pursuant to which Bidder has covenanted in favour of each Scheme Participant to do all those things Bidder is required to do under the Schemes, including the provision of the Scheme Consideration in accordance with the terms of the Schemes.
- (c) If this MCAIL Share Scheme become Effective, MCAIL undertakes in favour of each MCAIL Scheme Shareholder that it will enforce the Deed Poll against Bidder on behalf of and as agent and attorney for MCAIL Scheme Shareholders.

3. Conditions precedent

- (a) This MCAIL Share Scheme is conditional on:
 - (i) all of the Conditions Precedent having been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement;
 - (ii) the Scheme Implementation Agreement having not been terminated as at 8am on the Second Court Date; and
 - (iii) such other conditions imposed by the Bermuda Court as are acceptable to Bidder and Target.
- (b) The fulfilment of each condition in clause 3(a) is a condition precedent to the binding effect of this MCAIL Share Scheme.
- (c) On the Second Court Date, Target must provide to the Bermuda Court a certificate confirming whether or not all the conditions precedent to this MCAIL Share Scheme have been satisfied or waived other than the condition in clauses 3.1(b) and 3.1(c) of the Scheme Implementation Agreement.
- (d) This MCAIL Share Scheme will lapse and be of no further force or effect if the Effective Date has not occurred on or before the Sunset Date or such later date as the Bermuda Court, with the consent of Bidder and Target, may order.

4. The MCAIL Share Scheme

4.1 Effect of MCAIL Share Scheme

- (a) If this MCAIL Share Scheme becomes Effective then:
 - (i) all the MCAIL Scheme Shares (together with all rights and entitlements attaching to the MCAIL Scheme Shares) will be transferred to Bidder simultaneously with the transfer of all the MCAL Scheme Shares and Scheme Units to Bidder under the MCAL Share Scheme and Trust Scheme respectively;
 - (ii) MCAIL will enter the name of Bidder in the MCAIL Register in respect of all the MCAIL Scheme Shares; and
 - (iii) Bidder will provide the Scheme Consideration to MCAIL in accordance with clause 5,

in accordance with the provisions of this MCAIL Share Scheme.
- (b) If this MCAIL Share Scheme becomes Effective, it will:
 - (i) bind MCAIL and all Securityholders, including those who do not attend the MCAIL Share Scheme Meeting, those who do not vote at that meeting and those who vote against this MCAIL Share Scheme at that meeting; and

- (ii) override the Bye-laws, to the extent of any inconsistency.

4.2 Procedural matters

- (a) If the Bermuda Court makes the Court Order, MCAIL will lodge with the Registrar of Companies in Bermuda a copy of that order as soon as practicable and by no later than 5.00pm on the first Business Day after the date on which the Court Order is made.
- (b) This MCAIL Share Scheme will come into effect on the Effective Date.
- (c) On or before 12.00 noon on the Implementation Date, in consideration for the transfer of the Securities to Bidder, Bidder must provide or procure the provision of the Scheme Consideration in the manner required by clause 5.
- (d) On the Implementation Date, subject to Bidder paying the Scheme Consideration in accordance with clause 5 and Bidder providing MCAIL with written confirmation of that payment:
 - (i) all of the MCAIL Scheme Shares together with all rights and entitlements attaching to the MCAIL Scheme Shares as at that time will be transferred to Bidder without the need for any further act by any MCAIL Scheme Shareholder (other than acts performed by MCAIL (or its directors or officers) as attorney or agent of MCAIL Scheme Shareholders under clause 8.2 or otherwise) and must be transferred to Bidder simultaneously with the transfer of all of the MCAL Scheme Shares and Scheme Units under the MCAL Share Scheme and Trust Scheme respectively; and
 - (ii) MCAIL will procure the delivery to Bidder of transfers of all the MCAIL Scheme Shares duly completed and executed on behalf of MCAIL Scheme Shareholders in the form of Scheme Transfers which transfer all of the Securities to Bidder.
- (e) Bidder must immediately execute the transfers referred to in clause 4.2(d)(ii) as transferee and deliver the Scheme Transfers to MCAIL for registration.
- (f) MCAIL must, immediately following receipt of the transfers under clause 4.2(e) (in the form of Scheme Transfers in respect of the Securities), enter the name and address of Bidder in:
 - (i) the MCAIL Register in respect of all the MCAIL Scheme Shares; and
 - (ii) the Register in respect of all Securities.
- (g) On the Implementation Date, after the payment of the Scheme Consideration to MCAIL in accordance with clause 5, the MCAIL Board will be reconstituted by:
 - (i) the appointment of Bidder's nominees to the MCAIL board of directors; and
 - (ii) the resignation from the MCAIL board of directors of all persons who are not nominees of Bidder.

5. Scheme Consideration

5.1 Election mechanism

- (a) Using the Election Form, each Securityholder will be requested to elect one of the following:
 - (i) the Cash Election; or
 - (ii) the Scrip Election.

- (b) Subject to paragraph (h), any valid election will apply to all of the Securities of the Scheme Participant as at the Record Date.
- (c) A valid election may be made by a Scheme Participant by returning the election form before 7.00pm on the Effective Date in writing to an address to be specified by Target in the Explanatory Statement.
- (d) An Ineligible Overseas Securityholder may not make a Scrip Election.
- (e) Once made, a valid election by a Scheme Participant may be varied before 7.00pm on the Effective Date.
- (f) If a valid election is not made by a Scheme Participant prior to 7.00pm on the Effective Date, that Scheme Participant will be deemed to have elected to receive Cash Consideration in respect of all Securities held by that Scheme Participant.
- (g) For Scheme Participants making a Scrip Election, such Scheme Participants agree to become members of Macquarie Advanced Investment Limited and Macquarie Advanced Investment International Ltd and unitholders of Macquarie Advanced Investment Trust and contribute the full amount of the Distribution in accordance with clause 5.5.
- (h) In the manner considered appropriate by Target (acting reasonably), a Scheme Participant that holds one or more parcels of Securities as trustee or nominee for, or otherwise on account of, another person, may make separate elections in relation to each of those parcels of Securities.
- (i) Target must ensure that, to the extent reasonably practicable, Scheme Participants that have acquired Securities after the date of the despatch of the Explanatory Statement and up until the Effective Date can receive an election form on request to Target.
- (j) In order to facilitate the issue of the Bid Securities, Target must provide, or procure the provision, to Bidder, or a nominee of Bidder, details of the final elections made by each Scheme Participant, on the Business Day after the Effective Date.

5.2 Scheme Consideration

- (a) If a Scheme Participant does not make a valid Scrip Election (whether or not the Scheme Participant makes a Cash Election) or the provisions of clause 5.2(d) apply then the Scheme Participant will be entitled to receive for each Security held by that Scheme Participant at the Record Date:
 - (i) the Cash Consideration, which must be paid in the manner referred to in clause 5.3; and
 - (ii) the Distribution, payable by Target immediately before the payment of the Scheme Consideration to Scheme Participants and the transfer of Securities to Bidder on the Implementation Date.
- (b) If a Scheme Participant makes a valid Scrip Election, then subject to clauses 5.2(c) and 5.2(d), the Scheme Participant will be entitled to receive for each Security held by that Scheme Participant at the Record Date:
 - (i) the Scrip Consideration, which is to be issued in the manner referred to in clause 5.4; and
 - (ii) the Distribution, payable in accordance with clause 5.5.
- (c) If, and only if, the valid Scrip Elections received from Scheme Participants would result in a number of Bid Securities in excess of the Bid Security Consideration Cap being required

to be issued to Scheme Participants pursuant to clause 5.2(b), the Scheme Participant will be entitled to receive in lieu of the Scrip Consideration:

- (i) Allocated Cash Consideration, which is to be paid in the manner referred to in clause 5.3; and
 - (ii) the Scaleback Scrip Consideration, which is to be issued in the manner referred to in clause 5.4.
- (d) In the event that valid Scrip Elections are received from Scheme Participants in respect of less than 12,297,959 Securities, all Scheme Participants will receive Cash Consideration for each Security held by that Scheme Participant at the Record Date, which must be paid in the manner referred to in clause 5.3, and no Scheme Participants will be entitled to receive any Scrip Consideration and clause 5.5 will not apply.
- (e) The parties acknowledge and agree that the principle of this clause 5.2 is that Bidder will, under the Scheme, not issue an aggregate number of Bid Securities which is greater than the Bid Security Consideration Cap (other than to take into account any applicable rounding), and clause 5 of this deed is to be interpreted accordingly.

5.3 Cash Consideration

- (a) The obligations of Bidder to pay the Aggregate Cash Consideration will be satisfied by Bidder, before 12.00pm on the Implementation Date, depositing the Aggregate Cash Consideration into an account in the name of Target.
- (b) MCAIL is to procure that such amount be held by Target on trust for the relevant Scheme Participants (except that any interest on the amount will be for the account of Bidder) for the purpose of sending the Scheme Consideration to the relevant Scheme Participants within five Business Days of the Implementation Date by dispatching or procuring the dispatch to each relevant Scheme Participant by pre-paid post to their Registered Address a cheque in Australian currency drawn on an Australian bank in the name of that Scheme Participant for an amount (rounded up to the nearest whole cent) equal to:
- (i) in respect of Scheme Participants receiving Cash Consideration, the number of Securities held by that Scheme Participant multiplied by the Cash Consideration; or
 - (ii) in respect of Scheme Participants receiving Allocated Cash Consideration, the Allocated Cash Consideration.
- (c) In the case of joint holders of Securities, a cheque shall be payable and forwarded in the names of those joint holders.
- (d) In the case of a notice having been given to MCAIL (or the Registry) of an order made by a court of competent jurisdiction:
- (i) which requires payment to a third party of a sum in respect of Securities held by a particular Scheme Participant, which would otherwise be payable to the particular Scheme Participant in accordance with paragraph (b) above, then MCAIL shall procure that payment is made in accordance with that order; or
 - (ii) which would prevent Target from despatching payment to any particular Scheme Participant in accordance with paragraph (b) above, MCAIL shall procure that Target (or Registry) retains an amount that would otherwise be payable to that Scheme Participant in accordance with clause 5.3(b) until such time as payment is permitted by law.

5.4 Scrip Consideration

- (a) To facilitate the provision of the Aggregate Scrip Consideration payable to Scheme Participants that have made a valid Scrip Election, Bidder must procure that the Bid Fund:
- (i) on the Implementation Date, issues the applicable Bid Securities to each applicable Scheme Participant in accordance with the terms of this Scheme;
 - (ii) on the Implementation Date, enters in the Bid Security security register the name and address of each such Scheme Participant and the number of Bid Securities which that Scheme Participant is entitled to receive under this Scheme; and
 - (iii) on or within five Business Days after the Implementation Date dispatch to each such Scheme Participant by pre-paid ordinary post (or, if the address of the Scheme Participant in the Register is outside Australia, by pre-paid airmail post) to each Scheme Participant to their address recorded in the Register on the Record Date, a holding statement for the Bid Securities issued to that Scheme Participant in accordance with this Scheme.
- (b) In the case of Securities held in joint names, holding statements for Bid Securities must be issued in the names of joint holders and sent to the holder whose name appears first in the Register on the Record Date.

5.5 Escrow of Distribution for Scheme Participants making Scrip Election

- (a) Subject to clause 5.2(d), each Scheme Participant who has made a valid Scrip Election:
- (i) directs Target to, immediately before the payment of the Scheme Consideration to Scheme Participants and the transfer of Securities to Bidder on the Implementation Date, pay the Distribution payable to that Scheme Participant (or, where clause 5.2(c) applies, that part of the Distribution equal to the Distribution per Security multiplied by the number of Bid Securities that the Scheme Participant is to receive under the Schemes) (**Escrow Amount**) to the Escrow Trustee, and such Escrow Amount is to be:
 - (A) held by the Escrow Trustee on a Separate Trust for the Scheme Participant at a reasonable rate of interest and in accordance with the terms and conditions of the Escrow Deed governing the escrow arrangement; and
 - (B) paid to, or for the benefit of, the Scheme Participant as set out below;
 - (ii) appoints the Scheme Entity as the agent and attorney for the Scheme Participant and directs the Scheme Entity in that capacity to direct the Bid Fund Investment Manager to:
 - (A) direct the Escrow Trustee to pay the net amount of all interest accrued on the Escrow Amount (after deduction of the Scheme Participant's pro rata share of all reasonable costs, expenses and outgoings of the Escrow Trustee) to the Scheme Participant and to do so at least once in each period commencing on 1 July in any year and ending on 30 June in the following year;
 - (B) certify to the Escrow Trustee that all holders of Bid Securities are subject to a Further Capital Investment Requirement of a particular amount per Bid Security (**FCIR Amount**), to pay, from (but not exceeding) the remainder of the Escrow Amount then held by the Escrow Trustee, an amount equal to:

$$\frac{FCIR \text{ Amount}}{\text{Distribution per Security}} \times \text{original amount of the Escrow Amount}$$

promptly to Bidder, or as directed by Bidder, on behalf of the Scheme Participant;

- (C) if, from time to time, the Bid Fund Investment Manager certifies to the Escrow Trustee that a particular amount per Bid Security (**Return Amount**) from the remainder of the Escrow Amount should be paid to the Scheme Participant, pay, from (but not exceeding) the remainder of the Escrow Amount then held by the Escrow Trustee, an amount equal to:

$$\frac{\text{Return Amount}}{\text{Distribution per Security}} \times \text{original amount of the Escrow Amount}$$

promptly to the Scheme Participant; and

- (D) if either:
- (I) the Bid Fund Investment Manager certifies to the Escrow Trustee that the remainder of the Escrow Amount should be paid to Scheme Participants; or
 - (II) any part of the Escrow Amount is still held on the Escrow Sunset Date,

pay the remainder of the Escrow Amount then held by the Escrow Trustee and the net amount of all interest then accrued on the Escrow Amount (after deduction of the Scheme Participant's pro rata share of all reasonable costs, expenses and outgoings of the Escrow Trustee) promptly to the Scheme Participant; and

- (iii) undertakes to the Scheme Entity on its own behalf and as trustee for Bidder not to withdraw or amend the directions given to the Escrow Trustee under clauses 5.5(a)(i) and 5.5(a)(ii).
- (b) The amount payable to the Escrow Trustee by a particular Scheme Entity in respect of an Escrow Amount will be a proportion of the Escrow Amount equal to the proportion of the Distribution paid or payable by that Scheme Entity.
- (c) It is the fundamental intention of Bidder and each Scheme Participant that:
- (i) each Separate Trust, the Beneficial Interest and the Escrow Amount to which each Separate Trust relates be kept distinct from each other Separate Trust, Beneficial Interest and Escrow Amount; and
 - (ii) there should be no pooling of any of the interests or property referred to in paragraph (i) nor should any one or more Separate Trusts constitute a managed investment scheme.

5.6 Status of Bid Securities

The Bid Securities to be allotted and issued by Bidder as part of the Scheme Consideration will be of equal ranking with all existing Bid Securities then on issue and will be allotted and issued free from all encumbrances.

5.7 Agreement by Scheme Participants

Scheme Participants who receive Bid Securities issued by Bidder by way of Scheme Consideration accept those Bid Securities and agree to become a member of each of Macquarie Advanced Investment Limited, Macquarie Advanced Investment Trust and Macquarie Advanced Investment International Ltd and to be bound by the constitutions of such entities.

6. Dealings in MCAIL Shares

- (a) For the purpose of establishing the persons who are MCAIL Scheme Shareholders, dealings in MCAIL Shares will only be recognised if:
 - (i) in the case of dealings of the type to be effected using CHESSE, the transferee is registered in the MCAIL Register as the holder of the relevant MCAIL Shares by the Record Date; and
 - (ii) in all other cases, registrable transfers or transmission applications in respect of those dealings are received at the Registry by the Record Date.
- (b) MCAIL will register registrable transfers or transmission applications of the kind referred to in clause 6(a)(ii) by, or as soon as practicable after, the Record Date. The persons shown in the MCAIL Register, and the number of MCAIL Shares shown as being held by them, after registration of those transfers and transmission applications will be taken to be MCAIL Shareholders, and the number of MCAIL Shares held by them, on the Record Date.
- (c) MCAIL will not accept for registration, nor recognise for any purpose, any transfer or transmission application in respect of MCAIL Shares received after the Record Date (or received prior to the Record Date not in registrable form).
- (d) MCAIL will maintain or procure the maintenance of the MCAIL Register in accordance with this clause 5.4. The MCAIL Register immediately after registration of registrable transfers or transmission applications of the kind referred to in clause 6(a)(ii) will solely determine the persons who are MCAIL Scheme Shareholders and their entitlements to the Scheme Consideration.
- (e) From the Record Date and until registration of Bidder in respect of all MCAIL Scheme Shares under clause 4.2(f), no MCAIL Shareholder may deal with MCAIL Shares in any way except as set out in this MCAIL Share Scheme and any attempt to do so will have no effect.
- (f) On or before 9.00 am on the Implementation Date, MCAIL must give to Bidder details of the names and addresses shown in the MCAIL Register of all MCAIL Scheme Shareholders and of the number of MCAIL Scheme Shares held by each of them on the Record Date by giving Bidder details of the names and addresses shown in the Register of all MCAIL Scheme Shareholders and of the number of MCAIL Scheme Shares held by each of them on the Record Date.

7. Quotation of Securities

- (a) It is expected that the suspension of trading in the Securities on ASX will occur from the close of trading on the day on which Target notifies ASX that the Bermuda Court has approved this MCAIL Share Scheme under section 99(2) of the Companies Act.
- (b) On a date after the Implementation Date to be determined by Bidder, MCAIL will apply for termination of the official quotation on ASX of the Securities and apply to have Target removed from the official list of ASX.

8. General

8.1 Alterations and conditions

If the Bermuda Court proposes to approve this MCAIL Share Scheme subject to alterations or conditions, MCAIL may, by its counsel or solicitors but subject to the prior written approval of Bidder, consent on behalf of all MCAIL Scheme Shareholders to those alterations or conditions.

8.2 Covenants by MCAIL Scheme Shareholders

- (a) Each MCAIL Scheme Shareholder:
 - (i) agrees to the transfer of all of their MCAIL Scheme Shares to Bidder in accordance with this MCAIL Share Scheme;
 - (ii) agrees to the modification or variation (if any) of the rights attaching to their MCAIL Scheme Shares arising from this MCAIL Share Scheme;
 - (iii) without the need for any further act, irrevocably appoints MCAIL and each of its directors and officers, jointly and severally, as that MCAIL Scheme Shareholder's attorney and agent for the purpose of executing any document or doing any other act necessary to give full effect to this MCAIL Share Scheme and the transactions contemplated by it; and
 - (iv) consents to MCAIL doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to this MCAIL Share Scheme and the transactions contemplated by it, including (without limitation) a proper instrument of transfer of its MCAIL Scheme Shares for the purposes of section 1071B of the Corporations Act which may be a master transfer of all MCAIL Scheme Shares.
- (b) From the Effective Date until MCAIL registers Bidder as the holder of all MCAIL Scheme Shares in the Register, each MCAIL Scheme Shareholder is deemed to have appointed MCAIL as its attorney and agent (and directed MCAIL in such capacity) to appoint the Chairman of Bidder (or other nominee of Bidder) as its sole proxy and, where applicable, corporate representative to attend shareholder meetings of MCAIL, exercise the votes attaching to the MCAIL Scheme Shares of which they are the registered holder and sign any MCAIL Shareholders' resolution, and no MCAIL Scheme Shareholder may attend or vote at any of those meetings or sign or vote on any resolutions (whether in person, by proxy or by corporate representative) other than pursuant to this clause 8.2(b). MCAIL undertakes in favour of each MCAIL Scheme Shareholder that it will appoint the Chairman of Bidder (or other nominee of Bidder) as the MCAIL Scheme Shareholder's proxy or, where applicable, corporate representative in accordance with this clause 8.2(b).

8.3 Status of MCAIL Scheme Shares

- (a) MCAIL Scheme Shareholders are deemed to have warranted to MCAIL in its own right and on behalf of Bidder that all their MCAIL Scheme Shares (including any rights and entitlements attaching to those MCAIL Scheme Shares) which are transferred to Bidder under this MCAIL Share Scheme will, at the date they are transferred to Bidder, be fully paid and free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind (other than that they must be transferred together with the other securities comprising a Security) and that they have full power and capacity to sell and to transfer such MCAIL Scheme Shares (including any rights and entitlements attaching to those securities).
- (b) Bidder will be beneficially entitled to the MCAIL Scheme Shares transferred to it under this MCAIL Share Scheme pending registration by MCAIL of the name and address of Bidder in the Register as the holder of the MCAIL Scheme Shares.

8.4 Notices

Where a notice, transfer, transmission application, direction or other communication referred to in this MCAIL Share Scheme is sent by post to MCAIL, 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 MCAIL's registered office.

8.5 Further assurances

MCAIL must do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to this MCAIL Share Scheme and the transactions contemplated by it.

8.6 Costs

Bidder will pay the costs of this MCAIL Share Scheme (including any stamp duty payable on the transfer by MCAIL Scheme Shareholders of the MCAIL Scheme Shares to Bidder).

8.7 Proper law

The proper law of this MCAIL Share Scheme is Bermuda law.

Annexure 5

Supplemental Deed

Annexure to Scheme Implementation Agreement

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Supplemental Deed

Date [•]

Parties

Name **Macquarie Capital Alliance Management Limited** in its capacity as responsible entity of Macquarie Capital Alliance Trust
ABN 94 105 777 704
Short form name **Trustee**

Background

- A Trustee is a public company limited by shares, incorporated in Australia and registered in New South Wales. Its registered office is at level 7, 1 Martin Place, Sydney, New South Wales 2000.
- B Trustee is also the responsible entity of Macquarie Capital Alliance Trust ARSN 112 638 212 (**Trust**) established under a trust deed dated 24 January 2005 (**Trust Deed**).
- C Trust has been registered by the Australian Securities and Investments Commission (**ASIC**) as a managed investment scheme pursuant to section 601EB of the *Corporations Act 2001* (Cth) (**Corporations Act**).
- D Units are Stapled to MCAIL Shares and MCAL Shares on a one-for-one-for-one basis and the Stapled Securities are officially quoted on the financial market conducted by ASX. As at the date of this deed, 245,959,183 stapled securities, comprising 245,959,183 Units, 245,959,183 MCAIL Shares and 245,959,183 MCAL Shares, were on issue.
- E Macquarie Advanced Investment Company Pty Limited ACN 131 467 411 (**Bidder**) is a company limited by shares, incorporated in Australia and registered in Victoria. Its registered office is at level 11, 1 Martin Place, Sydney, New South Wales 2000.
- F Trustee (acting in its capacity as responsible entity of Trust), MCAIL, MCAL and Bidder agreed, by executing a Scheme Implementation Agreement dated [•] June 2008, to propose and implement the Trust Scheme and the Share Schemes.
- G The Trust Deed must be amended to facilitate the Trust Scheme.
- H Section 601GC(1)(a) of the Corporations Act provides that the Trust Deed may be modified by special resolution of Unitholders.
- I Clause 24 of the Trust Deed provides that Trustee may, by supplemental deed, give effect to a resolution to amend the Trust Deed.
- J At a meeting held on [•] 2008 convened in accordance with the Corporations Act and clause 17.1 of the Trust Deed, Unitholders approved the Trust Scheme Resolutions, including a special resolution to make the amendments to the Trust Deed contained in this deed.
- K Pursuant to section 601GC(2) of the Corporations Act, Trustee must lodge a copy of this deed with ASIC and the amendments to the Trust Deed contained in this deed cannot take effect until a copy of this deed is lodged with ASIC.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

Terms used in this deed have the same meaning as in the Trust Deed unless otherwise defined in this deed or the context requires otherwise.

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

Bermuda Court means the Supreme Court of Bermuda.

Bidder means Macquarie Advanced Investment Company Pty Limited ACN 131 467 411.

Companies Act means the Companies Act 1981 of Bermuda.

Court means the Supreme Court of New South Wales.

Effective means, when used in relation to the Schemes, all of the following events taking place:

- (a) this deed taking effect pursuant to section 601GC(2) of the Corporations Act;
- (b) the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the MCAL Share Scheme coming into effect pursuant to section 411(10) of the Corporations Act; and
- (c) the order of the Bermuda Court made under section 99(2) of the Companies Act in relation to the MCAIL Share Scheme coming into effect pursuant to section 99(3) of the Companies Act.

Effective Date means the date on which the Schemes become Effective.

MCAIL Share means one fully paid ordinary share issued in the capital of MCAIL.

MCAIL Share Scheme means the scheme of arrangement pursuant to section 99 of the Companies Act between MCAIL and holders of MCAIL Shares, under which Bidder acquires all of the MCAIL Shares, subject to any alterations or conditions made or required by the Bermuda Court and approved in writing by Bidder and MCAIL.

MCAIL means Macquarie Capital Alliance International Limited, a company incorporated in Bermuda with registration number 36770.

MCAL Share means one fully paid ordinary share issued in the capital of MCAL.

MCAL Share Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act between MCAL and holder of MCAL Shares, under which Bidder acquires all of the MCAL 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 Bidder and MCAL.

MCAL means Macquarie Capital Alliance Limited ABN 96 112 594 662.

Record Date means 5.00pm on the fifth Business Day following the Effective Date, or such other date (after the Effective Date) as Target and Bidder may agree in writing.

Scheme Unitholder means each person who is a Unitholder as at 5.00pm on the Record Date.

Schemes means the Share Schemes and the Trust Scheme.

Share Schemes means the MCAIL Share Scheme and the MCAL Share Scheme.

Target means MCAIL, MCAL and Trust.

Trust Scheme means the arrangement facilitated by the amendments to the Trust Deed contained in this deed under which Bidder acquires all of the Units from Unitholders.

Trust Scheme Resolutions means the resolutions of Unitholders to approve the Trust Scheme set out in the notice of meeting of Unitholders dated [•] 2008, including:

- (a) a resolution for the purposes of item 7 of section 611 of the Corporations Act to approve the acquisition of all the Units by Bidder; and
- (b) a resolution for the purposes of section 601GC(1) of the Corporations Act to approve amendments to the Trust Deed as set out in this deed.

Unit means one fully paid ordinary unit in Trust.

Unitholder means each person who is registered as the holder of Units, and **Unitholders** means all of them.

1.2 Interpretation

Clause 31.2 of the Trust Deed applies to this deed as if set out in this deed.

2. Lodgement with ASIC

Trustee must lodge a copy of this deed with ASIC on the same day as MCAIL and MCAL lodges with ASIC an office copy of the order of the court approving the Share Schemes under section 411(4)(b) of the Corporations Act.

3. Amendments to the Trust Deed

With effect on and from the Effective Date, the Trust Deed is amended as follows:

- (a) in clause 31.1, by inserting the following definitions in alphabetical order:

Aggregate Cash Consideration means the aggregate of all Cash Consideration and the Allocated Cash Consideration (as relevant) payable to Scheme Participants under the Schemes.

Aggregate Scrip Consideration means the aggregate of all Scrip Consideration or Scaleback Scrip Consideration (as relevant) to be issued to Scheme Participants under the Schemes.

Allocated Cash Consideration means a cash amount equal to the Cash Consideration multiplied by the number equal to the total number of Securities held by the Scheme Participant minus the total number of Bid Securities making up the Scaleback Scrip Consideration to be provided to that Scheme Participant.

Beneficial Interest means the beneficial interest of a Scheme Participant in an Escrow Amount under a Separate Trust.

Bermuda Court means the Supreme Court of Bermuda.

Bid Fund means the issuers of the Bid Securities or any of them as the context requires.

Bid Fund Investment Manager means Macquarie Advanced Investment Partners G.P. Limited, an exempted company incorporated in the Cayman Islands.

Bid Security means a stapled security comprising:

- (a) one share in Macquarie Advanced Investment Limited;

- (b) one unit in Macquarie Advanced Investment Trust; and
- (c) one share in Macquarie Advanced Investment International Ltd.

Bid Security Consideration Cap means 49,191,837.

Bidder means Macquarie Advanced Investment Company Pty Limited ACN 131 467 411.

Cash Consideration for each Security held by a Scheme Participant at the Record Date means \$3.40 less the Distribution.

Cash Election means an election by a Scheme Participant to receive Cash Consideration for each Security held by that Scheme Participant at the Record Date in accordance with clause 32.3(a).

CHESS means the Clearing House Electronic Subregister System for the electronic transfer of securities and other financial products operated by ASX Settlement and Transfer Corporation Pty Ltd ABN 49 008 504 532.

Court means the Supreme Court of New South Wales.

Deed Poll means the deed poll dated [•] 2008 executed by Bidder in favour of Scheme Participants.

Distribution means a special distribution:

- (a) in respect of which guidance is to be announced by Target between 8.00am and 5.00pm on the date 2 Business Days before the MCAL Share Scheme Meeting;
- (b) to be declared by Trust on the day after the Effective Date;
- (c) having a record date being the Record Date; and
- (d) expected to be paid immediately before the payment of the Scheme Consideration to Scheme Participants and the transfer of Securities to Bidder on the Implementation Date, or applied as set out in clause 32.6,

the amount of which is to be calculated, per Security, as \$0.40 less the EDSA Gouden Gids Acquisition Per Security Amount and less the Portfolio Company Equity Investment Per Security Amount.

Effective means, when used in relation to the Schemes, all of the following events taking place:

- (a) the supplemental deed making amendments to this deed to facilitate the Trust Scheme, including the insertion of clause 32, taking effect pursuant to section 601GC(2) of the Corporations Act;
- (b) the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the MCAL Share Scheme coming into effect pursuant to section 411(10) of the Corporations Act; and
- (c) the order of the Bermuda Court made under section 99(2) of the Companies Act in relation to the MCAIL Share Scheme coming into effect pursuant to section 99(3) of the Companies Act.

EDSA Gouden Gids Acquisition means the acquisition by European Directories SA (of which Target has a 39% holding) of the Dutch operations of Truvo, including the Gouden Gids directory, for approximately €290 million as announced to ASX on 31 March 2008.

EDSA Gouden Gids Acquisition Amount is A\$52 million if consideration in respect of EDSA Gouden Gids Acquisition has been paid or is payable prior to the Implementation Date, or otherwise is zero.

EDSA Gouden Gids Acquisition Per Security Amount means the EDSA Gouden Gids Acquisition Amount divided by the number of Securities on issue at the Record Date.

Effective Date means the date on which the Schemes become Effective.

Escrow Amount has the meaning given to it in clause 32.6(a)(i).

Escrow Sunset Date means the date five years after the Implementation Date.

Escrow Trustee means Macquarie Advanced Investment Management Limited (or another entity appointed as responsible entity for Macquarie Advanced Investment Trust from time to time) acting as trustee in accordance with clause 32.6.

Implementation Date means the fifth Business Day after the Record Date.

Ineligible Overseas Securityholder means a Scheme Participant whose address as shown in the Register at the Record Date is a place outside Australia and its external territories, New Zealand and such other jurisdictions as Target and Bidder agree in writing.

MCAIL means Macquarie Capital Alliance International Limited, a company incorporated in Bermuda with registration number 36770.

MCAIL Scheme Share means each MCAIL Share held by a MCAIL Scheme Shareholder.

MCAIL Scheme Shareholder means each MCAIL Shareholder as at 5.00pm on the Record Date.

MCAIL Share means one fully paid ordinary share issued in the capital of MCAIL.

MCAIL Share Scheme means the scheme of arrangement pursuant to section 99 of the Companies Act between MCAIL and MCAIL Shareholders under which Bidder acquires all of the MCAIL Shares from MCAIL Shareholders, together with any alterations or conditions made or required by the Bermuda Court and approved in writing by Bidder and Target.

MCAIL Share Scheme Meeting means the meeting of MCAIL Shareholders convened by the Bermuda Court in relation to the MCAIL Share Scheme pursuant to section 99(1) of the Companies Act, and includes any adjournment of such meeting.

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

MCAL means Macquarie Capital Alliance Limited ABN 96 112 594 662.

MCAL Scheme Share means each MCAL Share held by a MCAL Scheme Shareholder.

MCAL Scheme Shareholder means each MCAL Shareholder as at 5.00pm on the Record Date.

MCAL Share means one fully paid ordinary share issued in the capital of MCAL.

MCAL Share Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act between MCAL and MCAL Shareholders, under which Bidder acquires all of the MCAL Shares from MCAL Shareholders, together with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Bidder and Target.

MCAL Share Scheme Meeting means the meeting of MCAL Shareholders convened by order of the Court in relation to the MCAL Share Scheme pursuant to section 411(1) of the Corporations Act, and includes any adjournment of such meeting.

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

Portfolio Company means each of:

- (a) European Directories SA, a limited liability public company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg;
- (b) Creative Broadcast Services International Limited, a company incorporated under the laws of Bermuda;
- (c) Fairway Investment Holdings Pty Limited, a company incorporated under the laws of the Commonwealth of Australia; and
- (d) Macquarie AIR-serv Holdings Inc., a company incorporated under the laws of Delaware.

Portfolio Company Equity Investment Amount means any equity investment by Target in Target's Portfolio Companies that has been paid or is payable after the date of the Scheme Implementation Agreement and prior to the Implementation Date.

Portfolio Company Equity Investment Per Security Amount means the Portfolio Company Equity Investment Amount divided by the number of Securities on issue at the Record Date.

Record Date means 5.00pm on the fifth Business Day following the Effective Date, or such other date (after the Effective Date) as Target and Bidder may agree in writing.

Register means the stapled security register of Target kept pursuant to the Corporations Act.

Registered Address means, in relation to a Securityholder, the address of the Securityholder as recorded in the Register.

Registry means Computershare Investor Services Pty Limited of Level 3, Carrington Street, Sydney NSW 2000.

Scaleback Scrip Consideration means the Scaleback Multiplier multiplied by the total number of Securities held by the Securityholder rounded up or down to the nearest whole number of Bid Securities (with fractional entitlements of 0.5 or less rounded down to the nearest whole number of Bid Securities).

Scaleback Multiplier means the Bid Security Consideration Cap divided by the total number of Securities in respect of which a Scrip Election has been made (such number to be rounded down to 8 decimal places). The Scaleback Multiplier cannot be equal to or greater than one.

Scheme Consideration means, depending on the election or deemed election made by a Scheme Participant under clause 4.3 of the Scheme Implementation Agreement for each Security held by a Scheme Participant at the Record Date:

- (a) the Cash Consideration;
- (b) the Scrip Consideration; or

- (c) (if applicable) the Scaleback Scrip Consideration and the Allocated Cash Consideration divided by the total number of Securities held by a Scheme Participant at the Record Date.

Scheme Entity means:

- (a) in respect of the MCAL Share Scheme, MCAL;
 (b) in respect of the MCAIL Share Scheme, MCAIL;
 (c) in respect of the Trust Scheme, Trustee.

Scheme Implementation Agreement means the agreement of that name dated [•] June 2008 executed by MCAIL acting in its own capacity, MCAL acting in its own capacity and Trustee acting in its capacity as responsible entity of Trust and Bidder.

Scheme Participant means each person who participates in both the MCAIL Share Scheme, the MCAL Share Scheme and the Trust Scheme by virtue of being a MCAIL Scheme Shareholder, a MCAL Scheme Shareholder and a Scheme Unitholder.

Scheme Security means one MCAIL Scheme Share, one MCAL Scheme Share and one Scheme Unit.

Scheme Transfer means, for each Scheme Participant, a proper instrument of transfer of their Scheme Securities for the purpose of section 1071B of the Corporations Act, which may be a master transfer of all Scheme Securities.

Scheme Unitholder means each person who is a Unitholder as at 5.00pm on the Record Date.

Scheme Units means all of the Units on issue as at the Record Date.

Schemes means the Share Schemes and the Trust Scheme.

Scrip Consideration for each Security held by a Scheme Participant at the Record Date means one Bid Security.

Scrip Election means an election by a Scheme Participant who is not an Ineligible Overseas Securityholder to receive:

- (a) for each Security held by that Scheme Participant at the Record Date, Scrip Consideration; or
 (b) (if applicable) for the total number of Securities held by a Scheme Participant at the Record Date, the Scaleback Scrip Consideration and the Allocated Cash Consideration,

in accordance with clause 4.5 of the Scheme Implementation Agreement. For the avoidance of doubt, an election made by an Ineligible Overseas Securityholder purporting to be a Scrip Election is of no effect.

Security means a stapled security comprising one MCAL Scheme Share, one MCAIL Scheme Share and one Scheme Unit.

Securityholder means each person who is registered in the Register as the holder of Securities.

Separate Trust means each trust established between the Escrow Trustee and a Scheme Participant under the escrow deed in accordance with clause 32.6.

Share Scheme Meetings means the MCAIL Share Scheme Meeting and the MCAL Share Scheme Meeting.

Share Schemes means the MCAIL Share Scheme and the MCAL Share Scheme.

Supplemental Deed means a deed poll under which Target will amend the Trust Deed, the form of which is contained in Annexure 5 of the Scheme Implementation Agreement, with any alterations or conditions approved in writing by Bidder and Target.

Target means, together, MCAIL, MCAL and Trust (acting through Trustee in its capacity as responsible entity of Trust only), or any of them as the context requires. For the avoidance of doubt, no security in Trustee will become subject to the Schemes or any other transaction referred to in this agreement.

Target Group means MCAIL, MCAL and Trust.

Trust Scheme means the arrangement facilitated by the amendments to this deed, including the insertion of clause 32, under which Bidder acquires all of the Units from Scheme Unitholders.

Trust Scheme Meeting means the meeting of Unitholders held on [•] 2008 convened by Target pursuant to clause 17.1 of this deed to consider the Trust Scheme Resolutions, and includes any adjournment of that meeting.

Trust Scheme Resolutions means the resolutions of Unitholders set out in the notice of meeting of Unitholders dated [•] 2008, including:

- (a) a resolution for the purposes of item 7 of section 611 of the Corporations Act to approve the acquisition of all the Units by Bidder; and
- (b) a resolution for the purposes of section 601GC(1) of the Corporations Act to approve amendments to this deed as set out in the supplemental deed.

Unitholder means each person who is registered in the Register as the holder of Units, and **Unitholders** means all of them.

- (b) by inserting a new clause 32 as set out below:

32 Trust Scheme

32.1 Dealings in Units

- (a) For the purpose of establishing the persons who are Scheme Unitholders, dealings in Units will only be recognised if:
 - (i) 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 Units by the Record Date; and
 - (ii) in all other cases, registrable transfers or transmission applications in respect of those dealings are received at the Registry by the Record Date.
- (b) Trustee will register registrable transfers or transmission applications of the kind referred to in clause 32.1(a)(ii) by, or as soon as practicable after, the Record Date. The persons shown in the Register, and the number of Units shown as being held by them, after registration of those transfers and transmission applications will be taken to be the Scheme Unitholders, and the number of Units held by them, on the Record Date.
- (c) Trustee will not accept for registration, nor recognise for any purpose, any transfer or transmission application in respect of Units received after the Record Date (or received prior to the Record Date not in registrable form).

- (d) Trustee will maintain or procure the maintenance of the Register in accordance with this clause 32.1. The Register immediately after registration of registrable transfers or transmission applications of the kind referred to in clause 32.1(a)(ii) will solely determine the persons who are Scheme Unitholders and their entitlements to the Scheme Consideration.
- (e) From the Record Date and until registration of Bidder in respect of all Scheme Units under clause 32.7(c), no Scheme Unitholder may deal with Units in any way except as set out in this clause 32 and any attempt to do so will have no effect.
- (f) On or before 9.00 am on the Implementation Date, Trustee must give to Bidder details of the names and addresses shown in the Register of all Scheme Unitholders and of the number of Scheme Units held by each of them on the Record Date by giving Bidder details of the names and addresses shown in the Register of all Scheme Unitholders and of the number of Scheme Units held by each of them on the Record Date.

32.2 Election mechanism

- (a) Using the Election Form, each Securityholder will be requested to elect one of the following:
 - (i) the Cash Election; or
 - (ii) the Scrip Election.
- (b) Subject to paragraph (h), any valid election will apply to all of the Securities of the Scheme Participant as at the Record Date.
- (c) A valid election may be made by a Scheme Participant by returning the election form before 7.00pm on the Effective Date in writing to an address to be specified by Target in the Explanatory Statement.
- (d) An Ineligible Overseas Securityholder may not make a Scrip Election.
- (e) Once made, a valid election by a Scheme Participant may be varied before 7.00pm on the Effective Date.
- (f) If a valid election is not made by a Scheme Participant prior to 7.00pm on the Effective Date, that Scheme Participant will be deemed to have elected to receive Cash Consideration in respect of all Securities held by that Scheme Participant.
- (g) For Scheme Participants making a Scrip Election, such Scheme Participants agree to become members of Macquarie Advanced Investment Limited and Macquarie Advanced Investment International Ltd and unitholders of Macquarie Advanced Investment Trust and contribute the full amount of the Distribution in accordance with clause 32.6.
- (h) In the manner considered appropriate by Target (acting reasonably), a Scheme Participant that holds one or more parcels of Securities as trustee or nominee for, or otherwise on account of, another person, may make separate elections in relation to each of those parcels of Securities.
- (i) Target must ensure that, to the extent reasonably practicable, Scheme Participants that have acquired Securities after the date of the despatch of the Explanatory

Statement and up until the Effective Date can receive an election form on request to Target.

- (j) In order to facilitate the issue of the Bid Securities, Target must provide, or procure the provision, to Bidder, or a nominee of Bidder, details of the final elections made by each Scheme Participant, on the Business Day after the Effective Date.

32.3 Scheme Consideration

- (a) If a Scheme Participant does not make a valid Scrip Election (whether or not the Scheme Participant makes a Cash Election) or the provisions of clause 32.3(d) apply then the Scheme Participant will be entitled to receive for each Security held by that Scheme Participant at the Record Date:
 - (i) the Cash Consideration, which must be paid in the manner referred to in clause 32.4; and
 - (ii) the Distribution, payable by Target immediately before the payment of the Scheme Consideration to Scheme Participants and the transfer of Securities to Bidder on the Implementation Date.
- (b) If a Scheme Participant makes a valid Scrip Election, then subject to clauses 32.3(c) and (d), the Scheme Participant will be entitled to receive for each Security held by that Scheme Participant at the Record Date:
 - (i) the Scrip Consideration, which is to be issued in the manner referred to in clause 32.5; and
 - (ii) the Distribution, payable in accordance with clause 32.6.
- (c) If, and only if, the valid Scrip Elections received from Scheme Participants would result in a number of Bid Securities in excess of the Bid Security Consideration Cap being required to be issued to Scheme Participants pursuant to clause 32.3(b), the Scheme Participant will be entitled to receive in lieu of the Scrip Consideration:
 - (i) Allocated Cash Consideration, which is to be paid in the manner referred to in clause 32.4; and
 - (ii) the Scaleback Scrip Consideration, which is to be issued in the manner referred to in clause 32.5.
- (d) In the event that valid Scrip Elections are received from Scheme Participants in respect of less than 12,297,959 Securities, all Scheme Participants will receive Cash Consideration for each Security held by that Scheme Participant at the Record Date, which must be paid in the manner referred to in clause 32.4, and no Scheme Participants will be entitled to receive any Scrip Consideration and clause 32.6 will not apply.
- (e) The parties acknowledge and agree that the principle of this clause 32.3 is that Bidder will, under the Scheme, not issue an aggregate number of Bid Securities which is greater than the Bid Security Consideration Cap (other than to take into account any applicable rounding), and clause 32 is to be interpreted accordingly.

32.4 Cash Consideration

- (a) The obligations of Bidder to pay the Aggregate Cash Consideration will be satisfied by Bidder, before 12.00pm on the Implementation Date, depositing the Aggregate Cash Consideration into an account in the name of Target.
- (b) MCAL is to procure that such amount be held by Target on trust for the relevant Scheme Participants (except that any interest on the amount will be for the account of Bidder) for the purpose of sending the Scheme Consideration to the relevant Scheme Participants within five Business Days of the Implementation Date by dispatching or procuring the dispatch to each relevant Scheme Participant by pre-paid post to their Registered Address a cheque in Australian currency drawn on an Australian bank in the name of that Scheme Participant for an amount (rounded up to the nearest whole cent) equal to:
 - (i) in respect of Scheme Participants receiving Cash Consideration, the number of Securities held by that Scheme Participant multiplied by the Cash Consideration; or
 - (ii) in respect of Scheme Participants receiving Allocated Cash Consideration, the Allocated Cash Consideration.
- (c) In the case of joint holders of Securities, a cheque shall be payable and forwarded in the names of those joint holders.
- (d) In the case of a notice having been given to MCAL (or the Registry) of an order made by a court of competent jurisdiction:
 - (i) which requires payment to a third party of a sum in respect of Securities held by a particular Scheme Participant, which would otherwise be payable to the particular Scheme Participant in accordance with paragraph (b) above, then MCAL shall procure that payment is made in accordance with that order; or
 - (ii) which would prevent Target from despatching payment to any particular Scheme Participant in accordance with paragraph (b) above, MCAL shall procure that Target (or Registry) retains an amount that would otherwise be payable to that Scheme Participant in accordance with paragraph (b) until such time as payment is permitted by law.

32.5 Scrip Consideration

- (a) To facilitate the provision of the Aggregate Scrip Consideration payable to Scheme Participants that have made a valid Scrip Election, Bidder must procure that the Bid Fund:
 - (i) on the Implementation Date, issues the applicable Bid Securities to each applicable Scheme Participant in accordance with the terms of this Scheme;
 - (ii) on the Implementation Date, enters in the Bid Security security register the name and address of each such Scheme Participant and the number of Bid Securities which that Scheme Participant is entitled to receive under this Scheme; and

- (iii) on or within five Business Days after the Implementation Date dispatch to each such Scheme Participant by pre-paid ordinary post (or, if the address of the Scheme Participant in the Register is outside Australia, by pre-paid airmail post) to each Scheme Participant to their address recorded in the Register on the Record Date, a holding statement for the Bid Securities issued to that Scheme Participant in accordance with this Scheme.
- (b) In the case of Securities held in joint names, holding statements for Bid Securities must be issued in the names of joint holders and sent to the holder whose name appears first in the Register on the Record Date.

32.6 Escrow of Distribution for Scheme Participants making Scrip Election

- (a) Subject to 32.3(d), each Scheme Participant who has made a valid Scrip Election:
 - (i) directs Target to, immediately before the payment of the Scheme Consideration to Scheme Participants and the transfer of Securities to Bidder on the Implementation Date, pay the Distribution payable to that Scheme Participant (or, where 32.3(c) applies, that part of the Distribution equal to the Distribution per Security multiplied by the number of Bid Securities that the Scheme Participant is to receive under the Schemes) (**Escrow Amount**) to the Escrow Trustee, and such Escrow Amount is to be:
 - (A) held by the Escrow Trustee on a Separate Trust for the Scheme Participant at a reasonable rate of interest and in accordance with the terms and conditions of the Escrow Deed governing the escrow arrangement; and
 - (B) paid to, or for the benefit of, the Scheme Participant as set out below;
 - (ii) appoints the Scheme Entity as the agent and attorney for the Scheme Participant and directs the Scheme Entity in that capacity to direct the Bid Fund Investment Manager to:
 - (A) direct the Escrow Trustee to pay the net amount of all interest accrued on the Escrow Amount (after deduction of the Scheme Participant's pro rata share of all reasonable costs, expenses and outgoings of the Escrow Trustee) to the Scheme Participant and to do so at least once in each period commencing on 1 July in any year and ending on 30 June in the following year;
 - (B) certify to the Escrow Trustee that all holders of Bid Securities are subject to a Further Capital Investment Requirement of a particular amount per Bid Security (FCIR Amount), to pay, from (but not exceeding) the remainder of the Escrow Amount then held by the Escrow Trustee, an amount equal to:

$$\frac{FCIR\ Amount}{Distribution\ per\ Security} \times original\ amount\ of\ the\ Escrow\ Amount$$

promptly to Bidder, or as directed by Bidder, on behalf of the Scheme Participant;

- (C) if, from time to time, the Bid Fund Investment Manager certifies to the Escrow Trustee that a particular amount per Bid Security **(Return Amount)** from the remainder of the Escrow Amount should be paid to the Scheme Participant, pay, from (but not exceeding) the remainder of the Escrow Amount then held by the Escrow Trustee, an amount equal to:

$$\frac{\textit{Return Amount}}{\textit{Distribution per Security}} \times \textit{original amount of the Escrow Amount}$$

promptly to the Scheme Participant; and

- (D) if either:
- (I) the Bid Fund Investment Manager certifies to the Escrow Trustee that the remainder of the Escrow Amount should be paid to Scheme Participants; or
 - (II) any part of the Escrow Amount is still held on the Escrow Sunset Date,

pay the remainder of the Escrow Amount then held by the Escrow Trustee and the net amount of all interest then accrued on the Escrow Amount (after deduction of the Scheme Participant's pro rata share of all reasonable costs, expenses and outgoings of the Escrow Trustee) promptly to the Scheme Participant; and

- (iii) undertakes to the Scheme Entity on its own behalf and as trustee for Bidder not to withdraw or amend the directions given to the Escrow Trustee under clauses 32.6(a)(i)(A) and 32.6(a)(i)(B).
- (b) The amount payable to the Escrow Trustee by a particular Scheme Entity in respect of an Escrow Amount will be a proportion of the Escrow Amount equal to the proportion of the Distribution paid or payable by that Scheme Entity.
- (c) It is the fundamental intention of Bidder and each Scheme Participant that:
- (i) each Separate Trust, the Beneficial Interest and the Escrow Amount to which each Separate Trust relates be kept distinct from each other Separate Trust, Beneficial Interest and Escrow Amount; and
 - (ii) there should be no pooling of any of the interests or property referred to in paragraph (i) nor should any one or more Separate Trusts constitute a managed investment scheme.

32.7 Transfers to Bidder

- (a) On or before 12.00pm on the Implementation Date, subject to Bidder satisfying its obligations to pay the Scheme Consideration in the manner contemplated by clauses 32.3 and 32.4 and providing Trustee with written confirmation of that payment:
- (i) all of the Scheme Units together with all rights and entitlements attaching to the Scheme Units as at that time will be transferred to Bidder or its

nominee without the need for any further act by any Scheme Unitholder (other than acts performed by Trustee (or its directors or officers) as attorney or agent of the Scheme Unitholders under clause 32.8 or otherwise) and must be transferred to Bidder simultaneously with the transfer of all of the MCAIL Scheme Shares and MCAL Scheme Shares to Bidder under the Share Schemes; and

- (ii) Trustee will procure the delivery to Bidder of transfers of all the Scheme Units to Bidder duly completed and executed on behalf of the Scheme Unitholders in the form of Scheme Transfers which transfer all of the Scheme Securities to Bidder.
- (b) Bidder must immediately execute the transfers referred to in clause 32.7(a)(ii) as transferee by executing the Scheme Transfers as transferee and delivering the Scheme Transfers to Trustee for registration.
- (c) Trustee must, immediately following receipt of the transfers under clause 32.7(b) (in the form of Scheme Transfers in respect of the Scheme Securities), enter the name and address of Bidder in the Register in respect of all the Scheme Units.

32.8 Covenants by Trustee and Unitholders

- (a) Each Scheme Unitholder and Trustee must do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the Trust Scheme and the transactions contemplated by it.
- (b) Each Scheme Unitholder:
 - (i) agrees to the transfer of all of their Scheme Units to Bidder in accordance with this clause 32;
 - (ii) agrees to the modification or variation (if any) of the rights attaching to their Scheme Units arising from this clause 32;
 - (iii) without the need for any further act, irrevocably appoints Trustee and each of its directors and officers, jointly and severally, as that Scheme Unitholder's attorney and agent for the purpose of executing any document or doing any other act necessary to give full effect to the Trust Scheme, this clause 32, and the transactions contemplated by them;
 - (iv) consents to Trustee doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the Trust Scheme, this clause 32 and the transactions contemplated by them; and
 - (v) appoints Trustee to enforce the Deed Poll against Bidder on behalf of and as agent and attorney for the Scheme Unitholder.
- (c) From the Effective Date until Trustee registers Bidder as the holder of all Scheme Units in the Register, each Scheme Unitholder is deemed to have appointed Trustee as its attorney and agent (and directed Trustee in such capacity) to appoint the Chairman of Bidder (or other nominee of Bidder) as its sole proxy and, where applicable, corporate representative to attend unitholder meetings of Trust, exercise the votes attaching to the Scheme Units of which they are the registered holder and sign any Unitholders' resolution, and no Scheme Unitholder may attend or vote at any of those meetings or sign or vote on any resolutions (whether in

person, by proxy or by corporate representative) other than pursuant to this clause 32.8(c). Trustee undertakes in favour of each Scheme Unitholder that it will appoint the Chairman of Bidder (or other nominee of Bidder) as the Scheme Unitholder's proxy or, where applicable, corporate representative in accordance with this clause 32.8(c).

32.9 Status of Scheme Units

- (a) The Scheme Unitholders are deemed to have warranted to Trustee in its own right and on behalf of Bidder that all their Scheme Units (including any rights and entitlements attaching to those Units) which are transferred to Bidder under this clause 32 will, at the date they are transferred to Bidder, be fully paid and free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind not referred to in this Trust Deed (other than that they must be transferred together with the other securities comprising a Security), and that they have full power and capacity to sell and to transfer their Scheme Units (including any rights and entitlements attaching to those securities).
- (b) Bidder will be beneficially entitled to the Scheme Units transferred to it under this clause 32 pending registration by Trustee of the name and address of Bidder in the Register as the holder of the Scheme Units.

32.10 Effect of clause 32

This clause 32:

- (a) binds Trustee and all Scheme Unitholders, including those who do not attend the Trust Scheme Meeting, those who do not vote at that meeting and those who vote against the Trust Scheme Resolutions at that meeting; and
- (b) overrides the other provisions of this deed to the extent of any inconsistency.

32.11 Trustee's limitation of liability

Subject to the *Corporations Act*, Trustee will not have any liability of any nature whatsoever beyond the assets of Trust to Unitholders arising, directly or indirectly, from Trustee doing or refraining from doing any act (including the execution of a document), matter or thing pursuant to or in connection with the implementation of the Trust Scheme.

4. Governing law

This deed will be governed by the laws of the State of New South Wales.

Signing page

EXECUTED as a deed poll.

**Sealed and delivered by Macquarie
Capital Alliance Management Limited**
ABN 94 105 777 704 in its capacity as
responsible entity of **Macquarie Capital
Alliance Trust** ARSN 112 638 212

Signature of director

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)



Annexure 6

Indicative Timetable

Annexure to Scheme Implementation Agreement

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Event	Target Completion
Lodge Scheme Booklet with ASIC	1 July 2008
First Court Hearing	16 July 2008
First Bermuda Court Hearing	16 July 2008
Dispatch Scheme Booklet	21 July 2008
MCAL Share Scheme Meeting	20 August 2008
MCAIL Share Scheme Meeting	20 August 2008
Trust Scheme Meeting	20 August 2008
Second Court Hearing	25 August 2008
Second Bermuda Court Hearing	25 August 2008
Lodgement of Court Orders with ASIC, Effective Date	26 August 2008
Lodgement of Bermuda Court Orders with Registrar of Companies	26 August 2008
Scheme Record Date	2 September 2008
Implementation Date	9 September 2008

MinterEllison

LAWYERS

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
 TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Annexure 7

Excluded Prescribed Occurrences

Annexure to Scheme Implementation Agreement

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Asset / Fund	Prescribed Occurrence to be carved out of Scheme Implementation Agreement
MCAG Fund	<ul style="list-style-type: none"> - Amendments to the Westpac Facilities Agreement dated 30 August 2007, to facilitate the Transaction in accordance with the term sheet dated 6 June 2008. - Any Intragroup transactions with entities that are 100% controlled by or control 100% of the entities party to such transaction ("Intragroup Transactions") (including the issuance and payment of Redeemable Preference Shares)
AIR-serv (Controlled)	<ul style="list-style-type: none"> - Any Equity injection from MCAG to fund Air-serv expansion plans or for any reasons approved by the Air-serv Board and any associated amendments to equity capitalisation, provided that such equity injections do not exceed MCAG's pro rata share (determined in accordance with its equity ownership in Air-serv) of US\$25 million in aggregate. - Any amendments to financing documents which are not materially adverse to AIR-serv. - Any acquisitions (including offers to acquire, agreements to acquire or Financial Close) with an aggregate value of not more than US\$2 million - Earn-out payment to Savan Services (not more than EUR1 million) in accordance with obligations in effect on the date hereof. - Any commodity derivatives entered into to hedge exposure to fuel prices which are not materially adverse to AIR-serv. - Any cash expenditures required to cease operations of the Cointel business not exceeding US\$2 million in the aggregate. - Any Intragroup Transactions.
Red Bee Media (Controlled)	<ul style="list-style-type: none"> - Any implementation of a new Management Incentive Plan that aligns management incentivisation with returns to ordinary equity. - Any complementary acquisitions up to an aggregate value of GBP5m and associated accession to existing security arrangements. - Any Intragroup Transactions including for the avoidance of doubt any issuance of RPS between Red Bee Media Australia (a 100% subsidiary of Red Bee Media UK) to Red Bee Media UK in order to fund the move to new business premises in Australia and further investment in the business. - Any amendments to the debt Facilities Agreement to implement minor drafting changes.
European Directories SA	<ul style="list-style-type: none"> - All company transactions associated with completing the EDSA Gouden Gids Acquisition in accordance with terms previously shared with the investor group, including all related amendments to equity and debt documents which are not materially adverse to the company. - Any Intragroup Transactions.
Regis	<ul style="list-style-type: none"> - Any preferred dividend payments payable pursuant to the existing shareholders agreement. - Any amendments to transaction documents regarding land sales. - Any amendments to financing documents which are not materially adverse to Regis. - Any Intragroup Transactions. - Any non binding indicative bids.

Annexure 8

Investors

Annexure to Scheme Implementation Agreement

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Dover Street VI L.P., a Delaware limited partnership
Dover Street VII L.P., a Delaware limited partnership
Paul Capital Partners IX, L.P., a Delaware limited partnership
Pantheon Global Secondary Fund III "A", L.P., a Scottish limited partnership
Pantheon Global Secondary Fund III "B", L.P., a Delaware limited partnership
Partners Group Access Secondary 2008, L.P.
Partners Group Global Value 2006, L.P.
Partners Group Global Value 2008, L.P.
Partners Group Global Value
Partners Group Maple Leaf Secondary Fund II, L.P. Inc.
SIMA Private Equity 4 GmbH & Co KG.
Procific
AlpInvest Partners Secondary Investments 2008 C.V.
PAPEF V (Offshore)-A, SPC (acting for and on behalf of its Diversified Buyout Segregated Portfolio and its European Segregated Portfolio)
PAPEF V-A, L.P. (on behalf of Series A and Series C)
PAPEF V (Offshore)-A, SPC (acting for and on behalf of its Diversified Buyout Segregated Portfolio)
PAPEF V-A, L.P. (on behalf of Series A)
Portfolio Advisors Private Equity Fund IV-E, L.P.
Portfolio Advisors Private Equity Fund IV (Offshore)-D, L.P.
Portfolio Advisors Secondary Fund, L.P.
PAPEF V-C, L.P.
PAPEF V(Offshore)-C, L.P.