



ASX ANNOUNCEMENT

Bravura Solutions lodges Court orders with ASIC

Sydney, 26 September 2013 (ASX: BVA) – As contemplated by its announcement earlier today, Bravura Solutions Limited (**Bravura**) confirms that it has lodged an office copy of the Court orders made by the Federal Court of Australia today approving the scheme of arrangement (**Scheme**) proposed in connection with a proposal under which Stockholm Solutions Pty Ltd (**Bidder**), an entity owned by funds managed or advised by Ironbridge Capital Management Pty Limited, or its affiliates, will acquire all of the shares in Bravura (**Proposal**) with the Australian Securities and Investments Commission (**ASIC**).

The Proposal is more fully described in the Explanatory Memorandum released to the ASX dated 20 August 2013. Capitalised terms not otherwise defined in this announcement take the meaning given in the Explanatory Memorandum unless the context requires otherwise.

Following lodgement of the Court orders with ASIC, the Scheme is now legally effective. Under the terms of the Proposal, subject to the payment of the Scheme Consideration to Scheme Shareholders, all of the issued shares in Bravura will be transferred to the Bidder on the Implementation Date, which is scheduled to occur on Thursday, 10 October 2013.

A copy of the Court orders as lodged with ASIC is attached to this announcement.

Bravura's shares will be suspended from trading at the close of trading on the ASX today.

Further details relating to the Proposal can be found in the Explanatory Memorandum. If you have any questions in relation to the Explanatory Memorandum or this announcement you should call the Bravura Shareholder Information Line on 1800 129 386 (within Australia) or +61 1800 129 386 (outside Australia) between 8:30am and 7:30pm (Sydney time), Monday to Friday.

- ends -

For further information, visit <http://www.bravurasolutions.com> or contact:
Brian Mitchell, Chairman, Bravura Solutions Limited +6 12 9018 7800

No: (P)NSD1599/2013

Federal Court of Australia
District Registry: New South Wales
Division: General

BRAVURA SOLUTIONS LTD ACN 111 148 826
Plaintiff

ORDER

JUDGE: Justice Jagot

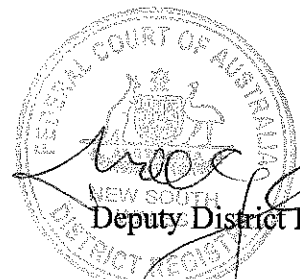
DATE OF ORDER: 26 September 2013

WHERE MADE: Sydney

THE COURT ORDERS THAT:

1. Pursuant to sections 411(4)(b) and 411(6) of the Corporations Act 2001 (Cth) (**Act**) the Scheme of Arrangement between the Plaintiff, Bravura Solutions Limited (**Bravura**), and its shareholders (other than Carp Advisory A Pty Limited (ACN 136 517 041) as trustee for Carp Investment Trust No. 1, Carp Advisory B Pty Limited (ACN 136 521 732) as trustee for Carp Investment Trust No. 2, and Carp Holdings NV) (**Minority Shareholders**) in the form of "Annexure A" to this order be approved.
2. Pursuant to section 411(12) of the Act, Bravura be exempted from compliance with section 411(11) of the Act in relation to the order in paragraph 1 above.
3. There be no order as to costs.
4. These orders be entered forthwith.

Date that entry is stamped: 26 September 2013

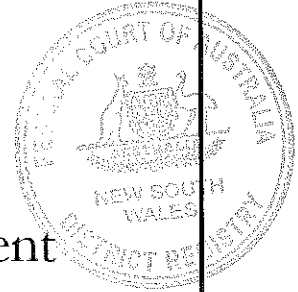

Deputy District Registrar

ANNEXURE A

KING & WOOD
MALLESONS

Annexure A

Scheme of Arrangement



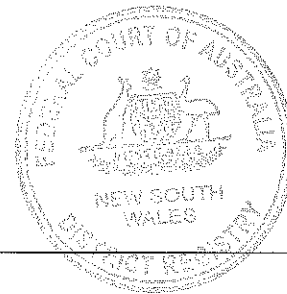
Dated

Bravura Solutions Limited (ACN 111 148 826)

Scheme Shareholders

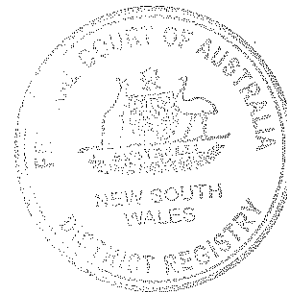
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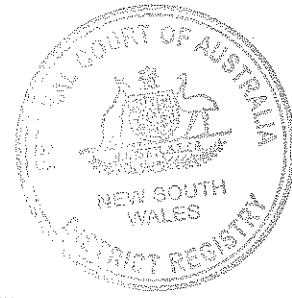
Scheme of Arrangement

Details



Parties	Bravura and Scheme Shareholders	
Bravura	Name	Bravura Solutions Limited
	ABN/ACN/ARBN	111 148 826
	Address	Level 6 345 George Street Sydney NSW 2000
	Fax	+61 2 9018 7811
	Attention	Company Secretary
Scheme Shareholders	Name	each person who is a Scheme Shareholder as defined in clause 1.1
Governing law	New South Wales	

General terms



1 Definitions and interpretation

1.1 Definitions

In this Scheme:

ACCC means the Australian Competition and Consumer Commission.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691), Australian Securities Exchange or the Australian Stock Exchange, as appropriate.

Bidder means Stockholm Solutions Pty Ltd ACN 164 391 404.

Bravura means Bravura Solutions Limited (ACN 111 148 826).

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

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

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

Carp A means Carp Advisory A Pty Limited (ACN 136 517 041) as trustee for Carp Investment Trust No. 1.

Carp B means Carp Advisory B Pty Limited (ACN 136 521 732) as trustee for Carp Investment Trust No. 2.

Carp NV means Carp Holdings NV, a company registered in Belgium.

Corporations Act means the Corporations Act 2001 (Cwlth).

Court means the Federal Court of Australia (New South Wales registry) or such other court of competent jurisdiction under the Corporations Act agreed in writing by Bidder and Bravura.

Deed Poll means the deed poll dated 13 August 2013 executed by Bidder substantially in the form of Annexure B of the Scheme Implementation Agreement or as otherwise agreed by Bidder and Bravura under which Bidder covenants in favour of each Scheme Shareholder to perform its obligations under this Scheme.

Details means the section of this agreement headed "Details".

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

Effective Date means the date on which the Scheme becomes Effective.



Encumbrance means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any "security interest" as defined in sections 12(1) or (2) of the Personal Property Securities Act 2009 (Cwlth); or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

End Date means the date that is six months after the date of the Scheme Implementation Agreement or such other date as is agreed by Bidder and Bravura.

Excluded Shareholder means each Ironbridge Entity.

Implementation Date means the fifth Business Day following the Record Date or such other date as is agreed by Bidder and Bravura.

Ironbridge Entities means Carp A, Carp B and Carp NV and **Ironbridge Entity** means any one of them.

Listing Rules means the Listing Rules of the ASX.

Record Date means the fifth Business Day following the Second Court Date or such other date as Bravura and Bidder agree.

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

Registered Address means, in relation to a Bravura Shareholder, the address shown in the Register.

Regulatory Authority includes:

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

Sale Shares means the:

- (a) 70,682,089 Bravura Shares held by Carp A;
- (b) 70,682,089 Bravura Shares held by Carp B; and

(c) 272,521,938 Bravura Shares held by Carp NV.

Scheme means this scheme of arrangement between Bravura and Scheme Shareholders under which all of the Scheme Shares will be transferred to Bidder under Part 5.1 of the Corporations Act as described in clause 6, in consideration for the Scheme Consideration, subject to any amendments or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act to the extent they are approved in writing by Bravura and Bidder in accordance with clause 8.2.

Scheme Consideration means \$0.28, less the amount of any dividend, return of capital or other distribution declared or paid by Bravura on or before the Implementation Date paid in respect of each Scheme Share to be provided by Bidder to Scheme Shareholders under the terms of this Scheme for the transfer to Bidder of their Scheme Shares.

Scheme Implementation Agreement means the scheme implementation agreement dated 17 July 2013 between Bravura and Bidder under which, amongst other things, Bravura has agreed to propose this Scheme to Scheme Shareholders, and each of Bidder and Bravura has agreed to take certain steps to give effect to this Scheme.

Scheme Meeting means the meeting of Scheme Shareholders, ordered by the Court to be convened pursuant to section 411(1) of the Corporations Act at which Scheme Shareholders will vote on this Scheme.

Scheme Share means a Bravura Share held by a Scheme Shareholder as at 5.00pm on the Record Date and, for the avoidance of doubt, includes any Bravura Shares issued after the date of the Scheme Implementation Agreement but on or before 5.00pm on the Record Date.

Scheme Shareholder means each person who is a Bravura Shareholder as at 5.00pm on the Record Date other than an Excluded Shareholder and, for the avoidance of doubt, includes any such person who is a Bravura Shareholder as at 5.00pm on the Record Date as a result of having exercised options or rights in respect of Bravura Shares.

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

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

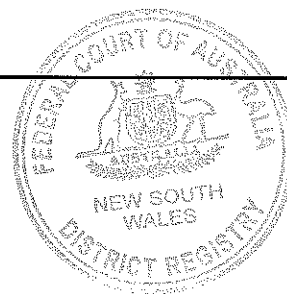
Subsidiary has the meaning given to it in the Corporations Act.

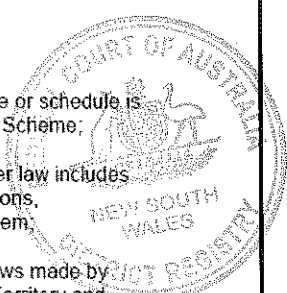
Trust Account means the trust account operated by or on behalf of Bravura to hold the Scheme Consideration on trust for the purpose of paying the Scheme Consideration to the Scheme Shareholders in accordance with clause 6.3.

1.2 Reference to certain general terms

Unless the contrary intention appears, a reference in this Scheme to:

- (a) **(variations or replacement)** a document (including this Scheme), agreement or instrument is a reference to that document, agreement or instrument as amended, consolidated, supplemented, novated or replaced;



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- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Scheme;
 - (c) **(reference to statutes)** 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;
 - (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
 - (e) **(singular includes plural)** the singular includes the plural and vice versa;
 - (f) **(party)** a party means a party to this Scheme;
 - (g) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Regulatory Authority;
 - (h) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
 - (i) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
 - (j) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
 - (k) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
 - (l) **(meaning not limited)** the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
 - (m) **(time of day)** time is a reference to Sydney time.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Scheme.

2 Preliminary

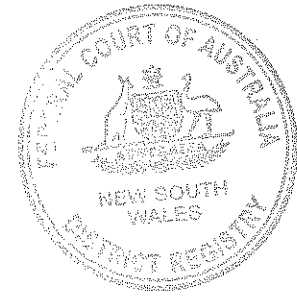
2.1 Bravura

Bravura is:

- (a) a public company limited by shares;
- (b) incorporated in Australia and registered in New South Wales; and
- (c) admitted to the official list of the ASX and Bravura Shares are officially quoted on the stock market conducted by ASX.

As at 20 August 2013, Bravura's issued securities are:

- (a) Bravura Shares: 616,648,048; and
- (b) options: 11,778,832.



2.2 Bidder

Bidder is:

- (a) a proprietary company limited by shares;
- (b) incorporated in Australia and registered in Victoria.

2.3 If Scheme becomes Effective

If this Scheme becomes Effective:

- (a) in consideration of the transfer of each Scheme Share to Bidder, Bravura will:
 - (i) procure Bidder to provide the Scheme Consideration to Bravura on behalf of each Scheme Shareholder; and
 - (ii) pay the Scheme Consideration to Scheme Shareholders;
- (b) all Scheme Shares will be transferred to Bidder on the Implementation Date; and
- (c) Bravura will enter the name of Bidder in the Register in respect of all Scheme Shares transferred to Bidder,

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

2.4 Scheme Implementation Agreement

Bravura and Bidder have agreed by executing the Scheme Implementation Agreement to implement the terms of this Scheme.

2.5 Deed Poll

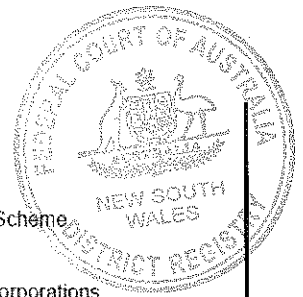
Bidder has executed the Deed Poll for the purpose of covenanting in favour of the Scheme Shareholders to perform (or procure the performance of) its obligations as contemplated by this Scheme, including to provide the Scheme Consideration.

3 Conditions precedent

3.1 Conditions precedent to Scheme

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

- (a) as at 8.00am on the Second Court Date, the Deed Poll not having been terminated;
- (b) all of the conditions precedent in schedule 2 of the Scheme Implementation Agreement having been satisfied or waived (other than the condition precedent in paragraph 5 of Schedule 2 relating to the



- approval of the Court) in accordance with the terms of the Scheme Implementation Agreement; and
- (c) the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to this Scheme.

3.2 Conditions precedent and operation of clause 5

The satisfaction of each condition of clause 3.1 is a condition precedent to the operation of clause 5.

3.3 Certificate in relation to conditions precedent

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

The certificates referred to in this clause 3.3 will constitute conclusive evidence of whether the conditions precedent referred to in clause 3.1 (other than the condition precedent in clause 3.1(c)) have been satisfied or waived as at 8.00am on the Second Court Date.

4 Scheme

4.1 Effective Date

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

4.2 End Date

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

5 Implementation of Scheme

5.1 Lodgement of Court orders with ASIC

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

5.2 Transfer and registration of Bravura Shares

On the Implementation Date, but subject to the provision of the Scheme Consideration for the Scheme Shares in accordance with clauses 6.1 to 6.3 and Bidder having provided Bravura with written confirmation thereof:

- (a) the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to Bidder without the need for any further act by any Scheme Shareholder



(other than acts performed by Bravura as attorney and agent for Scheme Shareholders under clause 8.1) by:

- (i) Bravura delivering to Bidder a duly completed and executed Share Scheme Transfer executed on behalf of the Scheme Shareholders; and
 - (ii) Bidder duly executing the Share Scheme Transfer and delivering it to Bravura for registration; and
- (b) as soon as practicable after receipt of the duly executed Share Scheme Transfer, Bravura must enter the name of Bidder in the Register in respect of all Scheme Shares transferred to Bidder in accordance with the terms of this Scheme.

5.3 Entitlement to Scheme Consideration

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

5.4 Title and rights in Bravura Shares

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

5.5 Scheme Shareholders' agreements

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

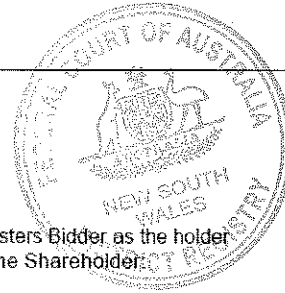
5.6 Warranty by Scheme Shareholders

Each Scheme Shareholder warrants to Bidder and is deemed to have authorised Bravura to warrant to Bidder as agent and attorney for the Scheme Shareholder that:

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

5.7 Transfer free of encumbrances

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



5.8 Appointment of Bidder as sole proxy

On and from the Implementation Date until Bravura registers Bidder as the holder of all of the Bravura Shares in the Register, each Scheme Shareholder:

- (a) irrevocably appoints Bravura as attorney and agent (and directs Bravura in such capacity) to appoint Bidder and each of its directors from time to time (jointly and each of them individually) as its sole proxy and where applicable, corporate representative, to attend shareholders' meetings, exercise the votes attaching to Bravura Shares registered in its name and sign any shareholders resolution, and no Scheme Shareholder may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this clause 5.8(a); and
- (b) must take all other actions in the capacity of the registered holder of Bravura Shares as Bidder directs.

Bravura undertakes in favour of each Scheme Shareholder that it will appoint Bidder and each of its directors from time to time (jointly and each of them individually) as that Scheme Shareholder's proxy or, where applicable, corporate representative in accordance with clause 5.8(a).

6 Scheme Consideration

6.1 Consideration under the Scheme

On the Implementation Date, Bravura must procure Bidder to pay (or procure the payment of) the Scheme Consideration to the Scheme Shareholders in accordance with clauses 6.2 to 6.6.

6.2 Satisfaction of obligations

The obligation of Bravura to procure payment of the Scheme Consideration pursuant to clause 6.1 will be satisfied by Bravura procuring Bidder to, no later than 12 noon on the Implementation Date, deposit (or procure the deposit) in cash the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders into the Trust Account (except that the amount of any interest on the amount deposited will be to Bidder's account).

6.3 Payment of Scheme Consideration

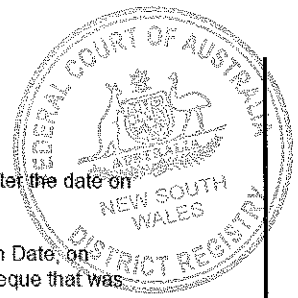
On the Implementation Date, subject to receipt of the Scheme Consideration from Bidder in accordance with clause 6.2, Bravura must pay to each Scheme Shareholder an amount equal to the Scheme Consideration payable to all Scheme Shareholders transferred to Bidder on the Implementation Date by that Scheme Shareholder.

The amounts referred to in this clause 6.3 must be paid by sending a cheque drawn on an Australian bank in Australian currency on the Implementation Date to each Scheme Shareholder by pre-paid ordinary post (or, if the address of the Scheme Shareholder in the Register is outside Australia, by pre-paid airmail post) to their address recorded in the Register at 5.00pm on the Record Date.

6.4 Unclaimed monies

Bravura may cancel a cheque issued under clause 6.3 if the cheque:

- (a) is returned to Bravura; or



- (b) has not been presented for payment within six months after the date on which the cheque was sent.

During the period of one year commencing on the Implementation Date, on request from a Scheme Shareholder, Bravura must reissue a cheque that was previously cancelled under this clause 6.4.

6.5 Orders of a court

In the case of notice having been given to Bravura (or the Registry) of an order made by a court of competent jurisdiction:

- (a) which requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder in accordance with clause 6.3, then Bravura shall procure that payment is made in accordance with that order; or
- (b) which would prevent Bravura from dispatching payment to any particular Scheme Shareholder in accordance with clause 6.3, Bravura will retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration until such time as payment in accordance with clause 6.3 is permitted by law.

6.6 Joint holders

In the case of Scheme Shares held in joint names any bank cheque required to be paid to Scheme Shareholders by Bidder must be payable to the joint holders and be forwarded to the holder whose name appears first in the Register as at 5.00pm on the Record Date.

7 Dealings in Scheme Shares

7.1 Determination of Scheme Shareholders

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

- (a) in the case of dealings of the type to be effected using CHES, the transferee is registered in the Register as the holder of the relevant Scheme Shares on or before 5.00pm on the Record Date; and
- (b) in all other cases, registrable transmission applications or transfers in registrable form in respect of those dealings are received on or before 5.00pm on the Record Date at the place where the Register is kept.

7.2 Register

Bravura must register any registrable transmission applications or transfers of the Scheme Shares received in accordance with clause 7.1(b) on or before 5.00pm on the Record Date.

7.3 No disposals after Effective Date

If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of any Scheme Shares or any interest in them after the Effective Date in any way

except as set out in this Scheme and any such disposal will be void and of no legal effect whatsoever.

Bravura will not accept for registration or recognise for any purpose any transmission, application or transfer in respect of Scheme Shares received after 5.00pm on the Record Date (except a transfer to Bidder pursuant to this Scheme and any subsequent transfer by Bidder or its successors in title).



7.4 Maintenance of Bravura Register

For the purpose of determining entitlements to the Scheme Consideration, Bravura will maintain the Register until the Scheme Consideration has been paid to the Scheme Shareholders and Bidder has been entered in the Register as the holder of all the Scheme Shares. The Register in this form will solely determine entitlements to the Scheme Consideration.

7.5 Effect of certificates and holding statements

Subject to provision of the Scheme Consideration and registration of the transfer to Bidder contemplated in clauses 5.2 and 6.3, any statements of holding in respect of Scheme Shares will cease to have effect after 5.00pm on the Record Date as documents of title in respect of those shares (other than statements of holding in favour of Bidder and its successors in title). After 5.00pm on the Record Date, each entry current on the Register as at 5.00pm on the Record Date (other than entries in respect of Bidder or its successors in title) will cease to have effect except as evidence of entitlement to the Scheme Consideration.

7.6 Details of Scheme Shareholders

Within three Business Days after the Record Date Bravura will ensure that details of the names, Registered Addresses and holdings of Scheme Shares for each Scheme Shareholder, as shown in the Register at 5.00pm on the Record Date, are available to Bidder in such form as Bidder reasonably requires.

7.7 Quotation of Bravura Shares

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

8 General Scheme provisions

8.1 Power of attorney

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

- (a) executing any document necessary or expedient to give effect to this Scheme including the Share Scheme Transfer;
- (b) enforcing the Deed Poll against the Bidder,



and Bravura accepts such appointment.

8.2 Variations, alterations and conditions

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

8.3 Further action by Bravura

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

8.4 Authority and acknowledgement

Each of the Scheme Shareholders:

- (a) irrevocably consents to Bravura and the Bidder doing all things necessary or expedient for or incidental to the implementation of this Scheme; and
- (b) acknowledges that this Scheme binds Bravura and all Scheme Shareholders (including those who do not attend the Scheme Meeting or do not vote at that meeting or vote against the Scheme at that Scheme Meeting) and, to the extent of any inconsistency and to the extent permitted by law, overrides the constitution of Bravura.

8.5 No liability when acting in good faith

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

8.6 Enforcement of Deed Poll

Bravura undertakes in favour of each Scheme Shareholder to enforce the Deed Poll against Bidder on behalf of and as agent and attorney for the Scheme Shareholders.

8.7 Stamp duty

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

8.8 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Bravura, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Bravura's registered office or at the office of the registrar of Bravura Shares.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any Shareholder shall not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

9 Governing law

9.1 Governing law

This Scheme is governed by the law in force in the place stated in the Details.

9.2 Jurisdiction

Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of that place.
- (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

