

Appendix 3

Scheme of Arrangement



Scheme of Arrangement

pursuant to section 411 of the Corporations Act

between

INTEGRATED GROUP LIMITED (ABN 29 085 701 962)

and

EACH INTEGRATED SHAREHOLDER

1 Preliminary

1.1 Integrated

- a) Integrated is a public company limited by shares and incorporated in Australia (having been registered in Western Australia).
- b) On 2 April 2007, 70,471,758 Shares were on issue.
- c) Integrated has been admitted to the official list of ASX and its shares have been granted official quotation.

1.2 Programmed

- a) Programmed is a public company limited by shares and incorporated in Australia (having been registered in New South Wales).
- b) On 2 April 2007, 71,195,705 Programmed Shares were on issue.
- c) Programmed has been admitted to the official list of ASX and its shares have been granted official quotation.

1.3 Scheme summary

If this Scheme becomes Effective, then:

- a) in consideration for the transfer of each Scheme Share to Programmed, Programmed will be obliged to provide the Scheme Consideration to each Scheme Shareholder;
- b) each Scheme Shareholder will be bound to transfer their Scheme Shares to Programmed and Integrated will enter Programmed's name and address in the Share Register as the holder of all Scheme Shares; and
- c) on the transfer of all Scheme Shares to Programmed, Integrated will become a wholly owned Subsidiary of Programmed.

1.4 Implementation

Programmed has entered into the Deed Poll pursuant to which it has, among other things, covenanted to carry out its obligations (including its obligation to provide the Scheme Consideration to Scheme Shareholders) as contemplated by this Scheme. Integrated and Programmed have also entered into the Merger Implementation Agreement, which sets out the terms on which Integrated and Programmed have agreed to implement the Scheme.

2 Conditions precedent and effectiveness

2.1 Conditions precedent

The conditions precedent to this Scheme are:

- a) **(Scheme approval)** this Scheme being approved, in accordance with section 411(4)(a) of the Corporations Act, at the Scheme Meeting;
- b) **(Conditions precedent)** all of the conditions set out in clause 2.1 of the Merger Implementation Agreement being satisfied or waived in accordance with the terms of the Merger Implementation Agreement by the times indicated in the Merger Implementation Agreement;
- c) **(No termination)** the Merger Implementation Agreement or Deed Poll not being terminated prior to 8.00am on the Second Court Date;
- d) **(Court approval)** the approval by the Court of this Scheme, pursuant to section 411(4)(b) of the Corporations Act, being given; and
- e) **(Court conditions)** such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to the Scheme as are acceptable to Programmed and Integrated being satisfied.

The satisfaction of each of paragraphs (a) to (e) of this clause 2.1 is a condition precedent to the operation of this Scheme and this Scheme will be of no effect unless the conditions precedent in this clause 2.1 are satisfied.

2.2 Certificate

Programmed and Integrated will provide to the Court at the Second Court Hearing a certificate confirming whether or not all of the conditions in clause 2.1 of the Merger Implementation Agreement (other than those set out in clauses 2.1(g) and (h) of the Merger Implementation Agreement) have been satisfied or waived in accordance with the terms of the Merger Implementation Agreement.

2.3 Merger Implementation Agreement

If the Merger Implementation Agreement is terminated in accordance with its terms prior to 8.00am on the Second Court Date, Programmed and Integrated are each immediately released from any further obligation to take steps to implement the Scheme.

2.4 Sunset Date

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

3 Implementation of the Scheme

3.1 Court order

This Scheme will become binding on Integrated and each Scheme Shareholder if and only if the Court makes an order under section 411(4)(b) of the Corporations Act approving this Scheme and that order becomes effective under section 411(10) of the Corporations Act.

3.2 Lodgement with ASIC

Integrated will lodge with ASIC an office copy of the order of the Court made under section 411(4)(b) of the Corporations Act approving this Scheme as soon as practicable, and in any event by 5.00pm on the first Business Day, after:

- a) the Court approves the Scheme; or
- b) the date of satisfaction of the conditions precedent referred to in clause 2.1 of this Scheme,

whichever is the later.

3.3 Transfer of Scheme Shares

All of the Scheme Shares (together with all rights and entitlements attaching to the Scheme Shares, other than any entitlement to the Interim Dividend or Final Dividend) will be transferred to Programmed on the Implementation Date (without the need for any further act by a Scheme Shareholder) by Integrated effecting a valid transfer or transfers under section 1074D of the Corporations Act or, if that procedure is not available for any reason, by:

- a) Integrated executing and delivering to Programmed, pursuant to the authority in clause 3.10, a valid share transfer form or forms (which may be a master transfer) to transfer all of the Scheme Shares to Programmed;
- b) Programmed executing and delivering that share transfer form or those forms to Integrated; and

- c) Integrated, immediately upon receipt of the executed share transfer form or forms, entering the name and address of Programmed in the Share Register as the holder of all Scheme Shares.

3.4 Consideration under this Scheme

Subject to and in accordance with the other terms and conditions of this Scheme (including clauses 3.6, 3.7 and 3.9), in consideration for the transfer of each Scheme Share to Programmed, Programmed will on the Implementation Date:

- a) pay to each Scheme Shareholder the amount of cash due to that Scheme Shareholder as Cash Consideration; and
- b) issue to each Scheme Shareholder the number of New Programmed Shares as are due to that Scheme Shareholder as Scrip Consideration.

3.5 Joint holders

In the case of Scheme Shares held in joint names:

- a) any cheque required to be paid to Scheme Shareholders will be payable to the joint holders; and
- b) any uncertificated holding statements for New Programmed Shares to be issued to Scheme Shareholders will be issued in the names of the joint holders,

and will be forwarded to the holder whose name appears first in the Share Register on the Record Date.

3.6 Fractional entitlements

Where the calculation of the total number of New Programmed Shares to be issued to (or in respect of) a particular Scheme Shareholder would result in a fractional entitlement to a New Programmed Share, then, any such fractional entitlement:

- a) if to less than 0.5 of a New Programmed Share, will be rounded down to the nearest whole number of New Programmed Shares; and
- b) if to 0.5 or more of a New Programmed Share, will be rounded up to the nearest whole number of New Programmed Shares.

3.7 Shareholding splitting or division

If Programmed is of the reasonable opinion that two or more Scheme Shareholders (each of whom holds a number of Scheme Shares which results in rounding in accordance with clause 3.6) have, before the Record Date, been party to shareholding splitting or division in an attempt to

obtain unfair advantage by reference to such rounding, Programmed may give notice to those Scheme Shareholders:

- a) setting out their names and Registered Addresses;
- b) stating that opinion; and
- c) attributing to one of them specifically identified in the notice the Scheme Shares held by all of them,

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

3.8 Scheme Shareholders bound

Each Scheme Shareholder who is to receive New Programmed Shares under this Scheme agrees (for all purposes including section 231 of the Corporations Act) to:

- a) become a member of Programmed and to accept the New Programmed Shares issued to them under this Scheme subject to, and to be bound by, Programmed's constitution and other constituent documents; and
- b) have their name and address entered into the Programmed Register.

3.9 Ineligible Foreign Holders

- a) Programmed will be under no obligation under this Scheme to issue, and will not issue, any New Programmed Shares to an Ineligible Foreign Holder, and instead:
 - i) all the New Programmed Shares which would otherwise be required to be issued to any Ineligible Foreign Holder under the Scheme, if they were eligible to receive them, will be issued to the Sale Agent;
 - ii) Programmed will procure that, as soon as reasonably practicable (and in any event not more than 15 Business Days after the Implementation Date), the Sale Agent sells on ASX all of the New Programmed Shares issued to the

Sale Agent pursuant to clause 3.9(a)(i) in such manner, at such price and on such other terms as the Sale Agent determines in good faith (and at the risk of the Ineligible Foreign Holder), and remits to Programmed the proceeds of sale (after deducting any applicable brokerage and other selling costs, taxes and charges) (the **Proceeds**); and

- iii) Programmed will pay to each Ineligible Foreign Holder such fraction of the Proceeds as is equal to the number of New Programmed Shares which would have been issued to that Ineligible Foreign Holder (if they were eligible to receive New Programmed Shares) divided by the total number of New Programmed Shares issued to the Sale Agent under clause 3.9(a)(i), promptly after the last sale of New Programmed Shares by the Sale Agent,

in full satisfaction of Programmed's obligations to that Ineligible Foreign Holder under the Scheme in respect of the Scrip Consideration.

- b) Programmed will pay the relevant fraction of the Proceeds to each Ineligible Foreign Holder by either:
 - i) dispatching, or procuring the dispatch, to that Ineligible Foreign Holder by prepaid post to that Ineligible Foreign Holder's Registered Address (at the Record Date), a cheque in the name of that Ineligible Foreign Holder; or
 - ii) making a deposit in an account with any ADI (as defined in the Banking Act 1959 (Cwlth)) in Australia notified by that Ineligible Foreign Holder to Integrated (or the Share Registry) and recorded in or for the purposes of the Share Register at the Record Date,for the relevant amount, with that amount being denominated in Australian dollars.
- c) Each Ineligible Foreign Holder appoints Integrated as its agent to receive on its behalf any financial services guide or other notices (including any updates of those documents) that the Sale Agent is required to provide to Ineligible Foreign Holders under the Corporations Act.

3.10 Authority given to Integrated

Each Scheme Shareholder will be deemed (without the need for any further act) to have irrevocably authorised Integrated (and each of its directors and officers, jointly and severally) as agent and attorney to do and execute all acts, matters, things and documents on the part of each Scheme Shareholder necessary to implement and give full effect to this Scheme and the transactions contemplated by it, including (without limitation):

- a) executing a proper instrument of transfer (including for the purposes of section 1071B of the Corporations Act) of their Scheme Shares in favour of Programmed, which may be a master transfer of some or all Scheme Shares; and
- b) where Scheme Shares are held in a CHESS holding, causing a message to be transmitted to ASTC in accordance with the ASTC Settlement Rules to transfer the Scheme Shares held by the Scheme Shareholder from the CHESS sub-register to the issuer sponsored sub-register operated by Integrated and subsequently completing a proper instrument of transfer under paragraph (a) above.

4 Programmed's obligations and ancillary matters

4.1 Integrated notice and shareholder consent

- a) As soon as practicable after the Record Date, and in any event at least 2 Business Days before the Implementation Date, Integrated will give to Programmed (or procure that Programmed be given) details of the names and addresses shown in the Share Register of all Scheme Shareholders and the number of Scheme Shares held by each of them at the Record Date (in such form as may be reasonably requested by Programmed).
- b) Scheme Shareholders agree that any information referred to in clause 4.1(a) may be disclosed to Programmed, Programmed's advisors, Integrated's advisors and other service providers (including the Programmed Registry) to the extent necessary to effect the Scheme.

4.2 Provision of Cash Consideration

On the Implementation Date, Programmed will provide to each Scheme Shareholder the Cash Consideration to which that Scheme Shareholder is entitled by either:

- a) dispatching, or procuring the dispatch, to that Scheme Shareholder by prepaid post to that Scheme Shareholder's Registered Address (at the Record Date), a cheque in the name of that Scheme Shareholder; or
- b) making a deposit in an account with any ADI (as defined in the Banking Act 1959 (Cwlth)) in Australia notified by that Scheme Shareholder to Integrated (or the Share Registry) and recorded in or for the purposes of the Share Register at the Record Date,

for an amount equal to the number of Scheme Shares registered in the name of that Scheme Shareholder in the Share Register at the Record Date multiplied by the Cash Amount.

4.3 Provision of Scrip Consideration

Subject to clauses 3.6, 3.7 and 3.9, Programmed will provide to each Scheme Shareholder the Scrip Consideration to which that Scheme Shareholder is entitled by:

- a) on the Implementation Date, issuing to that Scheme Shareholder the number of New Programmed Shares equal to the number of Scheme Shares registered in the name of that Scheme Shareholder in the Share Register at the Record Date multiplied by 0.26, which obligation will be satisfied by causing the name and Registered Address (at the Record Date) of that Scheme Shareholder to be entered into the Programmed Register as the holder of the New Programmed Shares issued to that Scheme Shareholder; and
- b) within 5 Business Days after the Implementation Date, procuring the dispatch to that Scheme Shareholder, if their New Programmed Shares are held on the issuer sponsored subregister of Programmed, by pre-paid post to their Registered Address (at the Record Date), of an uncertificated holding statement in the name of that Scheme Shareholder relating to the number of New Programmed Shares issued to that Scheme Shareholder.

4.4 Status of New Programmed Shares

The New Programmed Shares to be issued in accordance with this Scheme will:

- a) be validly issued;
- b) be fully paid; and
- c) rank equally in all respects with all other Programmed Shares then on issue (other than in respect of any dividend already declared and not yet paid by Programmed, where the record date for entitlement to that dividend occurred prior to the Implementation Date).

4.5 Deferred Settlement trading

Programmed will use its best endeavours to ensure that the New Programmed Shares are quoted on ASX as soon as practicable after the Effective Date, initially on a deferred settlement basis and thereafter on an ordinary settlement basis.

4.6 Appointment of Programmed as attorney and agent

Each Scheme Shareholder, without need for any further act, irrevocably appoints Programmed and each of its directors and officers, jointly and severally, as that Scheme Shareholder's attorney and agent for the purpose of executing any form of application required for New Programmed Shares to be issued to that Scheme Shareholder under the Scheme.

5 Dealings in Shares

5.1 No allotment or issue

No Shares will be allotted or issued by Integrated after the Effective Date and before the Implementation Date except for 1,904,000 Shares to be issued by Integrated prior to the Record Date under the Long Term Incentive Plan.

5.2 No dealings after Record Date

Where this Scheme becomes binding as provided by clause 3.1, for the purposes of determining who are Scheme Shareholders, dealings in Shares will only be recognised if:

- a) in the case of dealings of a type to be effected using CHESSE, the transferee is registered in the Share Register as the holder of the Shares by the Record Date; and
- b) in all other cases, registrable transfers or transmission applications in respect of those dealings are received by the Share Registry by the Record Date.

Integrated will register registrable transfers or transmission applications of the kind referred to in clause 5.2(b) above by the Record Date.

5.3 No registration of transfers

Integrated will not accept for registration nor recognise for any purpose any transmission application, transfer or other dealing in respect of Scheme Shares received after the Record Date, other than a transfer to Programmed in accordance with this Scheme.

5.4 Statements of holding

All statements of holdings (or certificates) for Scheme Shares will cease to have any effect from the Record Date as documents of title in respect of such Shares. As from the Record Date, each entry current at that date on the Share Register relating to Scheme Shares will cease to be of any effect other than as evidence of entitlement to the Scheme Consideration and other interests pursuant to this Scheme in respect of the Scheme Shares relating to that entry.

5.5 Maintenance of Share Register

In order to determine entitlements to the Scheme Consideration, Integrated will maintain, or procure the maintenance of, the Share Register in accordance with this clause 5 until the Scheme Consideration has been provided to Scheme Shareholders, and the Share Register in this form will solely determine entitlements to the Scheme Consideration.

6 Quotation of Shares

6.1 Suspension of trading

Integrated will apply to ASX for suspension of trading of Shares on ASX after the close of trading on ASX on the Effective Date. It is expected that suspension of trading in Shares will occur from the commencement of the Business Day following the day on which Integrated notifies ASX of the Scheme becoming Effective.

6.2 Termination of quotation

After the Implementation Date, Integrated will apply for termination of the official quotation of Shares and to have itself removed from the official list of ASX.

7 Payment of Final Dividend

If, and only if, the Programmed Dividend Record Date is prior to the Implementation Date, Integrated will:

- a) take such steps as are necessary to approve the declaration and payment by Integrated of the Final Dividend, on the basis that the record date for the Final Dividend is the Record Date; and
- b) pay to each Scheme Shareholder a cash amount by way of the Final Dividend in respect of each of their Scheme Shares.

8 General

8.1 Scheme binding

Each Scheme Shareholder will transfer their Scheme Shares to Programmed (together with all rights and entitlements attaching to those Scheme Shares, other than any entitlement to the Interim Dividend or the Final Dividend) in accordance with the terms of this Scheme and this Scheme binds Integrated and all Scheme Shareholders (including those who do not attend the Scheme Meeting, do not vote at the Scheme Meeting, or vote against the Scheme at the Scheme Meeting).

8.2 Enforcement of Deed Poll

- a) Each Scheme Shareholder appoints Integrated as its agent and attorney to enforce the Deed Poll against Programmed.
- b) Integrated undertakes in favour of each Scheme Shareholder to enforce the Deed Poll against Programmed on behalf of, and as agent and attorney for, the Scheme Shareholders.

8.3 Modifications and amendments

Integrated may by its counsel or solicitors (but only with the prior consent of Programmed, which consent may not be unreasonably withheld or delayed) consent on behalf of all persons concerned (including the Scheme Shareholders) to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of this Scheme.

8.4 Accidental omissions and non-receipt of notice

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

8.5 Status of Scheme Shares

- a) Each Scheme Shareholder is deemed to have warranted to Programmed that all their Scheme Shares (including any rights and entitlements attaching to those shares) will, as at the time of the transfer of them to Programmed, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests and interests of third parties of any kind, whether legal or otherwise, and from any restrictions on transfer of any kind, and that they have full power and capacity to sell and to transfer their Scheme Shares (including any rights and entitlements attaching to those shares) to Programmed under the Scheme.
- b) Programmed will be beneficially entitled to the Scheme Shares transferred to it under this Scheme (other than any entitlement to the Interim Dividend or the Final Dividend which shall remain with the Scheme Shareholders) pending registration by Integrated of the name and address of Programmed in the Share Register as the holder of the Scheme Shares.

8.6 Binding instruction or notification

Except for a Scheme Shareholder's tax file number, any binding instruction or notification from a Scheme Shareholder to Integrated relating to Scheme Shares at the Record Date (including any instructions relating to the payment of dividends or communications) will, from the Record Date, be deemed (except to the extent inconsistent with the other provisions of this Scheme or as determined otherwise by Programmed in its sole discretion) to be a similarly binding instruction or notification to Programmed in respect of the New Programmed Shares issued to the Scheme Shareholder until such time as it is revoked or amended in writing addressed to Programmed at the Programmed Registry.

8.7 Notices to Integrated

Where a notice, transfer, transmission application, direction or other communication referred to in the Scheme is sent by post to Integrated, it

will not be deemed to be received in the ordinary course of post or on a day other than the date (if any) on which it was actually received at Integrated's registered office or the Share Registry.

8.8 Integrated obligations

Integrated must execute all deeds and other documents (including transfers) and do all acts and things as may be necessary or expedient on its part to implement and give full effect to this Scheme in accordance with its terms.

8.9 No liability

Neither Integrated nor Programmed, nor any of their respective officers, is liable to Scheme Shareholders for anything done or for anything omitted to be done in performance of this Scheme in good faith.

8.10 Costs and stamp duty

Integrated will pay the costs of the Scheme other than stamp duty. All stamp duty (if any) payable in connection with the transfer of the Scheme Shares to Programmed will be payable by Programmed.

8.11 Governing law

The Scheme is governed by the laws of Western Australia.

9 Definitions and Interpretation

9.1 Definitions

In this Scheme, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

ASTC means ASX Settlement and Transfer Corporation Pty Ltd ABN 49 008 504 532.

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

Business Day has the meaning given in the Listing Rules.

Cash Amount means \$1.25 less the amount (on a per Share basis) of any dividend declared, paid or determined by Integrated prior to the Implementation Date other than the Interim Dividend or the Final Dividend.

Cash Consideration means, in respect of each Scheme Share, the Cash Amount.

CHES means the Clearing House Electronic Subregister System, for the electronic transfer of securities, operated by ASTC.

Corporations Act means the Corporations Act 2001 (Cwlth).

Court means the Federal Court of Australia.

Deed Poll means the deed poll executed by Programmed on 30 March 2007 in favour of each Scheme Shareholder.

Effective means the coming into effect, under section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) in relation to the Scheme.

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

Final Dividend means any final dividend declared by Integrated in respect of the financial year ending 30 June 2007, which:

- a) is declared by Integrated prior to the Implementation Date;
- b) is to be paid in cash in respect of each Scheme Share on issue at the Record Date;
- c) shall, per Scheme Share, be an amount equal to 0.26 multiplied by the Programmed Final Dividend, or any such lesser amount as determined by Integrated which can be paid consistently with the Corporations Act; and
- d) is to be paid after the Record Date and, where possible, no later than the Implementation Date,

and may only be declared if the Programmed Dividend Record Date is prior to the Implementation Date.

Foreign Holder means a Scheme Shareholder whose address as shown on the Share Register at the Record Date is in a jurisdiction other than Australia or its external territories or New Zealand.

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

Ineligible Foreign Holder means a Foreign Holder other than one in respect of whom Programmed is satisfied that the laws of the Foreign Holder's country of residence (as shown in the Share Register) would permit the issue of New Programmed Shares to the Foreign Holder, either unconditionally or after compliance with conditions which Programmed in its sole discretion regards as acceptable and not unduly onerous.

Integrated means Integrated Group Limited ABN 29 085 701 962.

Interim Dividend means the interim dividend (of \$0.05 per Share) declared by Integrated in respect of the 6 month period to 31 December

2006 payable on 11 April 2007 to Shareholders on the Share Register on 4 April 2007.

Listing Rules means the official listing rules of ASX.

Long Term Incentive Plan means the long term incentive plan between Integrated and Christopher Sutherland dated 28 April 2006 established pursuant to clause 7.1 of the Executive Service Agreement dated 16 December 2005 between Integrated and Christopher Sutherland.

Merger Implementation Agreement means the Merger Implementation Agreement dated 12 February 2007 between Integrated and Programmed as amended or restated from time to time.

New Programmed Shares means those Programmed Shares to be issued (as Scrip Consideration) to (or in respect of) Scheme Shareholders as part of the consideration for their Scheme Shares.

Programmed means Programmed Maintenance Services Limited ABN 61 054 742 264.

Programmed Dividend Record Date means the date set by Programmed for determining the entitlement of the holders of Programmed Shares to receive the Programmed Final Dividend.

Programmed Final Dividend means any final dividend declared by Programmed in respect of the financial year ending 31 March 2007.

Programmed Register means the register of members of Programmed maintained by Computershare Investor Services Pty Ltd and **Programmed Registry** has a corresponding meaning.

Programmed Share means a fully paid ordinary share in Programmed.

Record Date means 5.00pm on the fifth Business Day after the Effective Date, or any other date agreed by Integrated and Programmed.

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

Sale Agent means the person chosen by Integrated and Programmed to sell the New Programmed Shares that are attributable to Ineligible Foreign Holders under the terms of this Scheme (or any nominee of such person).

Scheme or **Scheme of Arrangement** means the scheme of arrangement under Part 5.1 of the Corporations Act recorded in this document subject to any modifications or conditions made or required by the Court under section 411(6) of the Corporations Act.

Scheme Consideration means the consideration to be provided by Programmed to Scheme Shareholders for the transfer of their Scheme Shares under the terms of the Scheme determined in accordance with clause 3.

Scheme Meeting means the meeting of Shareholders, to be convened by the Court pursuant to section 411(1) of the Corporations Act, to consider and vote on the Scheme.

Scheme Shares means the Shares on issue as at the Record Date.

Scheme Shareholder means each person who is registered in the Share Register as the holder of Scheme Shares as at the Record Date.

Scrip Consideration means, in respect of each Scheme Share, 0.26 New Programmed Shares.

Second Court Date means the first day of the Second Court Hearing, or if the application at such hearing is adjourned or subject to an appeal for any reason, the first day on which the adjourned or appealed application is heard.

Second Court Hearing means the hearing of the Court of the application for an order pursuant to section 411(4)(b) of the Corporations Act approving this Scheme.

Share means a fully paid ordinary share in Integrated.

Shareholder means a person entered in the Share Register as a holder of Shares.

Share Register means the register of Integrated members maintained by Computershare Investor Services Pty Ltd and **Share Registry** has a corresponding meaning.

Subsidiary of an entity means another entity which is a subsidiary of the first within the meaning of part 1.2 division 6 of the Corporations Act or is a subsidiary or otherwise controlled by the first within the meaning of any approved accounting standard.

Sunset Date means 12 June 2007 or any other date agreed by Integrated and Programmed.

9.2 Interpretation

In this Scheme, unless the context otherwise requires:

- a) headings are for convenience and do not affect interpretation;
- b) the singular includes the plural and vice versa;
- c) each gender includes every other gender;
- d) the word “person” includes a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;

- e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
- f) words and phrases not specifically defined have the same meaning (if any) given to them in the Corporations Act;
- g) references to any legislation or regulations include any statutory modification of or substitution for such legislation or regulations;
- h) references to agreements, deeds or documents (including this Scheme) are to agreements, deeds or documents as amended, novated or replaced from time to time;
- i) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Scheme and a reference to this Scheme includes any annexure, exhibit and schedule;
- j) a reference to a holder includes a joint holder;
- k) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, 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;
- l) references to a currency are to Australian currency; and
- m) a reference to time is a reference to the time in Perth, Western Australia.