



24 December 2012

ASX Release

COURT ORDERS LODGED – SCHEME EFFECTIVE

Further to the announcement on Friday, 21 December 2012, Integra Mining Limited (**Integra**) and Silver Lake Resources Limited (**Silver Lake**) are pleased to report that the Orders of the Federal Court approving the scheme of arrangement between Integra and scheme participants (**Scheme**) have today been lodged with the Australian Securities & Investments Commission. A copy of the Court Orders are attached for the purposes of ASX Listing Rule 7.19. A copy of the Scheme is contained in Annexure C to the Scheme Booklet, which was lodged with ASX on 16 November 2012.

The Scheme is now legally effective. Integra shares will be suspended from trading on ASX after close of trading today.

As previously announced, the timetable for completion of the merger of Integra and Silver Lake is set out below.

Event	Date
Effective Date of the Scheme	Monday, 24 December 2012
Last day of trading of Integra Shares on ASX	Monday, 24 December 2012
Silver Lake New Shares commence trading on ASX on a deferred settlement basis (ASX code: SLRN, refer note 3 below)	Friday, 28 December 2012
Scheme Record Date for determining entitlements to Scheme Consideration	5.00 pm (Perth time) on Friday, 4 January 2013
Scheme Implementation Date	Friday, 11 January 2013
Silver Lake New Shares commence trading on ASX (on normal T+3 basis)	Monday, 14 January 2013

1. Dates are indicative only. Integra reserves the right to vary any or all of the dates set out above without notifying Integra shareholders of any such changes (subject to Court, ASIC and ASX approval, as applicable).

2. Capitalised terms have the meaning given to them in the Scheme Booklet dated 15 November 2012.

3. Trading on a deferred settlement basis allows Integra shareholders to trade their entitlement to Silver Lake New Shares before those shares are issued. When trading on a deferred settlement basis, the obligation to settle on the normal (T+3) basis is deferred until the Silver Lake New Shares commence trading on ASX on the normal (T+3) basis (which is expected to be Monday, 14 January 2013). Integra shareholders who trade Silver Lake New Shares on a deferred settlement basis, without knowing the number of Silver Lake New Shares they will receive as consideration under the Scheme, may risk adverse financial consequences if they purport to sell more Silver Lake New Shares than they receive under the Scheme.

Enquiries

Silver Lake

Les Davis

Managing Director

+61 8 6313 3800

contact@silverlakeresources.com.au

Integra

Chris Cairns

Managing Director

+61 8 9423 5920

info@integramining.com.au

No: (P)WAD310/2012

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

IN THE MATTER OF INTEGRA MINING LIMITED ABN 54 093 278 436

INTEGRA MINING LIMITED ABN 54 093 278 436
Plaintiff

ORDER

JUDGE: Justice McKerracher
DATE OF ORDER: 21 December 2012
WHERE MADE: Perth



THE COURT ORDERS THAT:

1. Pursuant to section 411(4)(b) of the *Corporations Act 2001* (Cth) (the "**Act**"), the scheme of arrangement between the Plaintiff and its shareholders, a copy of which is annexed hereto and marked "**A**", is approved.
2. Pursuant to section 411(12) of the Act, the Plaintiff be exempted from compliance with section 411(11) of the Act, in relation to the scheme of arrangement referred to in order 1.
3. These orders be entered forthwith.



Filed on behalf of (name & role of party)	Integra Mining Limited - Plaintiff
Prepared by (name of person/lawyer)	Lucas Mark Wilk
Law firm (if applicable)	Ashurst Australia
Tel	+61 8 9366 8000
Fax	+61 8 9366 8111
Email	lucas.wilk@ashurst.com
Address for service (include state and postcode)	Level 32, Exchange Plaza, 2 The Esplanade, Perth WA 6000 Ref: DRD CYP 09 3000 7022

COPY

Date that entry is stamped: 21 December 2012



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Annexure A



LAWYERS



Scheme of arrangement

Integra Mining Limited
Each Scheme Participant

SYDNEY MELBOURNE PERTH
www.gtlaw.com.au

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Contents

Page

Scheme of Arrangement made under section 411 of the <i>Corporations Act 2001 (Cth)</i>	1
1 Definitions and Interpretation	1
2 Preliminary	4
3 Conditions precedent to this Scheme	6
4 Implementation of this Scheme	7
5 Dealings in Integra Shares	10
6 Actions regarding quotation of Integra Shares	11
7 General provisions	11

**Scheme of Arrangement made under
section 411 of the *Corporations Act 2001* (Cth)**

Parties

- 1 **Integra Mining Limited** ABN 54 093 278 436 of 168 Stirling Highway, Nedlands, Western Australia (**Integra**).
 - 2 **Each Scheme Participant.**
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1 Definitions and Interpretation

1.1 Definitions

In this Scheme, unless the contrary intention appears or the context requires otherwise:

ASIC means the Australian Securities and Investments Commission;

ASX means ASX Limited (ABN 98 008 624 691) or, as the context requires, the market known as the Australian Securities Exchange operated by it;

Business Day means any day that is each of the following:

- (a) a business day as defined in the Listing Rules; and
- (b) a weekday on which trading banks are open for business in Perth, Australia;

CHESS has the same meaning as in the Listing Rules;

Corporations Act means the *Corporations Act 2001* (Cwlth);

Court means the Federal Court of Australia or such other court of competent jurisdiction that Silver Lake and Integra agree in writing;

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

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

End Date means 15 February 2013, or such late date as Silver Lake and Integra may agree in writing;

Excluded Shareholder means Silver Lake and any Related Body Corporate of Silver Lake which holds Integra Shares as at the Record Date;

Ineligible Foreign Shareholder means a Scheme Participant whose Registered Address is a place outside Australia and its external territories, New Zealand, Hong Kong, Singapore, Switzerland, the United Kingdom and the United States of America, except where Silver Lake is satisfied that the laws of a Scheme Participant's country of residence (as shown in the Integra Register) permit the issue and allotment of Silver Lake Shares to the Scheme Participant, either unconditionally or after compliance with conditions which Silver Lake in its sole discretion regards as acceptable and not unduly onerous;

Implementation Agreement means the merger implementation agreement dated 5 August 2012 between Silver Lake and Integra;

Implementation Date means the fifth Business Day following the Record Date (or such other date as may be agreed in writing between Silver Lake and Integra);

Integra Constitution means the constitution of Integra from time to time;

Integra Register means Integra's register of members;

Integra Registry means Computershare Investor Services Pty Limited (ACN 078 279 277), or such other person that provides share registry services to Integra from time to time;

Integra Share means a fully paid ordinary share in the capital of Integra;

Integra Shareholder means a person who is registered in the Integra Register as the holder of Integra Shares at a relevant point in time;

Listing Rules means the listing rules of ASX;

New Silver Lake Shares means Silver Lake Shares to be issued pursuant to this Scheme as Scheme Consideration;

Nominee means the nominee agent appointed by Silver Lake with the prior approval of Integra for the purposes of clause 4.4;

Option means an option to acquire an Integra Share;

Performance Right means a performance right to acquire an Integra Share;

Record Date means 5.00pm on the sixth Business Day following the Effective Date (or such other date as may be agreed between Silver Lake and Integra);

Registered Address means, in relation to a Integra Shareholder, the address of that Integra Shareholder shown in the Integra Register;

Related Body Corporate has the same meaning as in section 50 of the Corporations Act;

Sale Shares means those New Silver Lake Shares issued to the Nominee in accordance with clauses 4.4(a) and 4.4(b);

Scheme means this scheme under Part 5.1 of the Corporations Act made between Integra and Scheme Participants, 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 Integra and Silver Lake;

Scheme Booklet means the booklet containing the explanatory statement relating to this Scheme as required by Part 5.1 of the Corporations Act, this Scheme, and other information (including any supplementary information) relating to any or all of the above matters and distributed to Integra Shareholders;

Scheme Consideration means one New Silver Lake Share for every 6.28 Scheme Shares held by a Scheme Participant as at the Record Date;

Scheme Meeting means the meeting of Integra Shareholders convened pursuant to section 411(1) of the Corporations Act to consider and, if thought fit, to approve this Scheme;

Scheme Order means the order of the Court under section 411(4)(b) of the Corporations Act approving this Scheme, with or without modification;

Scheme Participant means a person who is an Integra Shareholder (other than an Excluded Shareholder) as at the Record Date;

Scheme Share means an Integra Share held by a Scheme Participant as at the Record Date;

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

Silver Lake means Silver Lake Resources Limited (ABN 38 108 779 782) of Suite 4, Level 3, South Shore Centre, 85 South Perth Esplanade, South Perth, Western Australia;

Silver Lake Deed Poll means the deed poll executed by Silver Lake in favour of Scheme Participants dated 7 November 2012, pursuant to which Silver Lake has covenanted to perform certain obligations under this Scheme in the form agreed between the parties to the Implementation Agreement;

Silver Lake Share means a fully paid ordinary share in the capital of Silver Lake; and

Unmarketable Parcel Participant means a Scheme Participant (other than an Ineligible Foreign Shareholder) who makes an election in accordance with clause 4.4(b) to have his or her entitlement to Scheme Consideration issued to the Nominee and dealt with in accordance with clause 4.4.

1.2 Interpretation

- (a) In this Scheme, unless the contrary intention appears or the context requires otherwise:
- (i) references to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Scheme;
 - (ii) a reference to "this Scheme" or another instrument or document includes any amendment, variation, novation or replacement of any of them;
 - (iii) a reference to any statute shall include any amendment, replacement or re-enactment of such statute for the time being in force and any by-laws, statutory instruments, rules, regulations, notices, orders, directions, consents or permissions made under such statute and any conditions attaching to them;
 - (iv) the singular includes the plural and vice versa;
 - (v) a reference to any gender includes all genders;
 - (vi) a reference to a person includes a reference to the person's executors, administrators, substitutes, successors and permitted assigns;
 - (vii) a covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

- (viii) a covenant, representation or warranty on the part of two or more persons binds them jointly and severally;
 - (ix) a reference to currency is to the currency of Australia;
 - (x) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (xi) the words "including", "such as", "particularly" and similar expressions do not imply limitation;
 - (xii) a reference to time and date is a reference to time and date in Perth, Western Australia; and
 - (xiii) words not specifically defined in this Scheme have the same meanings (if any) given to them in the Corporations Act.
- (b) In this Scheme, headings are for convenience of reference only and do not affect interpretation.
 - (c) In the interpretation of this Scheme, no rules of construction shall apply to the disadvantage of one party on the basis that that party put forward this Scheme or any part of this Scheme.
 - (d) If the day on which any act, matter or thing is to be done under or pursuant to this Scheme is not a Business Day, that act, matter or thing may be done on the next Business Day.

2 Preliminary

2.1 Integra

- (a) Integra is a public company incorporated in Australia and is a company limited by shares. It has its registered office at 168 Stirling Highway, Nedlands, Western Australia.
- (b) As at the date of the Scheme Booklet, there were:
 - (i) 934,440,899 Integra Shares on issue;
 - (ii) the following unlisted Options on issue:

Number	Exercise Price	Expiry Date
500,000	\$0.62	15/06/2014
500,000	\$0.83	15/09/2014
500,000	\$0.62	15/06/2015
1,750,000	\$0.30	31/12/2013

1,750,000	\$0.35	31/12/2013
2,750,000	\$0.40	31/12/2013
2,750,000	\$0.45	31/12/2013
500,000	\$0.78	15/09/2013
500,000	\$0.58	15/06/2013
3,350,000	\$0.35	31/12/2012
500,000	\$0.25	31/12/2012

(iii) 5,579,786 unlisted Performance Rights on issue; and

(iv) no other Integra securities on issue.

(c) Integra is a company admitted to the ASX official list and Integra Shares are quoted on the ASX.

2.2 Silver Lake

Silver Lake is a public company incorporated in Australia and is a company limited by shares. It has its registered office at Suite 4, Level 3, South Shore Centre, 85 South Perth Esplanade, South Perth, Western Australia.

2.3 Implementation Agreement

Silver Lake and Integra have entered into the Implementation Agreement to facilitate, among other things, the implementation of this Scheme. In particular, under the Implementation Agreement:

- (a) Integra has agreed to propose and implement this Scheme; and
- (b) Silver Lake has agreed to comply with its obligations under this Scheme, and to assist Integra in proposing and implementing this Scheme,

in each case in accordance with the terms of the Implementation Agreement.

2.4 What happens if the Scheme becomes Effective

If this Scheme becomes Effective, then:

- (a) all Integra Shares held by the Scheme Participants will be transferred to Silver Lake and Integra will enter Silver Lake's name in the Integra Register as the holder of all such Integra Shares;
- (b) each Scheme Participant will be entitled to receive the Scheme Consideration in respect of each of their Integra Shares; and

- (c) the Scheme Consideration will be provided to Scheme Participants in accordance with the provisions of this Scheme.

2.5 Silver Lake Deed Poll

Silver Lake has entered into the Silver Lake Deed Poll in favour of the Scheme Participants pursuant to which Silver Lake has, among other things, covenanted to perform its obligations under this Scheme, including to provide the Scheme Consideration to the Scheme Participants in accordance with the terms of this Scheme.

3 Conditions precedent to this Scheme

3.1 Conditions precedent

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

- (a) as at 8.00am on the Second Court Date, neither the Implementation Agreement nor the Silver Lake Deed Poll has been terminated in accordance with its terms;
- (b) all of the conditions precedent set out in clauses 2.2, 2.3 and 2.4 of the Implementation Agreement (including, without limitation, the Court approving this Scheme pursuant to section 411(4)(b) of the Corporations Act) having been satisfied or waived in accordance with the terms of the Implementation Agreement; and
- (c) the coming into effect, pursuant to section 411(10) of the Corporations Act, of the Scheme Order.

3.2 Certificate

Silver Lake and Integra must provide to the Court at the Second Court Hearing a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent to this Scheme set out in clause 3.1 (other than the conditions precedent in clause 2.2(d) of the Implementation Agreement and clause 3.1(c)) have been satisfied or waived. The certificate constitutes conclusive evidence that those conditions precedent (other than Court approval) are satisfied, waived or taken to be waived.

3.3 Effective Date

Subject to clause 3.4, this Scheme takes effect for all purposes on and from the Effective Date.

3.4 End Date

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

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Implementation Agreement has been terminated in accordance with its terms,

unless Silver Lake and Integra otherwise agree in writing.

4 Implementation of this Scheme

4.1 Transfer of and the consideration for Scheme Shares

On the Implementation Date:

- (a) in consideration of, and immediately prior to, the transfer of the Scheme Shares to Silver Lake, Silver Lake must provide the Scheme Consideration for each Scheme Share held by a Scheme Participant in accordance with clause 4.2;
- (b) all of the Scheme Shares must be transferred to Silver Lake without the need for any further act by any Scheme Participant (other than any acts performed by Integra or its directors or officers as attorney or agent for Scheme Participants under clause 7.6) and the transfer will be deemed effective on the Implementation Date;
- (c) Integra must deliver to Silver Lake duly completed and executed share transfer forms (or a master share transfer form) executed by Integra on behalf of each Scheme Participant to transfer all of the Scheme Shares to Silver Lake; and
- (d) subject to the execution of the share transfer forms (or master transfer form) by Silver Lake as transferee and delivery thereof to Integra, Integra will enter the name and address of Silver Lake in the Integra Register in respect of all the Scheme Shares transferred to Silver Lake in accordance with the terms of this Scheme.

4.2 Provision of Scheme Consideration

On the Implementation Date, in consideration for, and immediately prior to, the transfer to Silver Lake of the Scheme Shares:

- (a) subject to clause 4.4, Silver Lake will issue to each Scheme Participant one New Silver Lake Share as Scheme Consideration for the transfer to Silver Lake of every 6.28 Scheme Shares;
- (b) subject to clauses 4.2(c), 4.3, 4.4 and 4.5, the obligation of Silver Lake to provide New Silver Lake Shares pursuant to clause 4.2(a) will be satisfied by Silver Lake as follows:
 - (i) on the Implementation Date, passing a resolution of directors and doing all other things necessary to validly issue the New Silver Lake Shares comprising the Scheme Consideration and entering in the register of members of Silver Lake the name of each Scheme Participant in respect of the New Silver Lake Shares which that Scheme Participant is entitled to receive under this Scheme; and
 - (ii) within 5 Business Days after the Implementation Date, dispatching to each Scheme Participant by pre-paid post to his or her Registered Address at the Record Date, uncertificated holding statements, share certificates or equivalent documentation in the name of that Scheme Participant representing the total number of New Silver Lake Shares issued to that Scheme Participant.
- (c) In the case of joint holders of Scheme Shares, any uncertificated holding statements, share certificates or equivalent documentation for New Silver Lake Shares to be issued to Scheme Participants will be issued in the names of the joint

holders and forwarded to the holder whose name appears first in the Integra Register as at the Record Date.

4.3 Agree to become a member

Each Scheme Participant agrees to become a member of Silver Lake and be bound by the Constitution of Silver Lake.

4.4 Ineligible Foreign Shareholders and Unmarketable Parcel Participants

- (a) Silver Lake will be under no obligation to issue any New Silver Lake Shares to any Ineligible Foreign Shareholder as Scheme Consideration, and instead will issue the New Silver Lake Shares to which that Ineligible Foreign Shareholder would otherwise have become entitled to the Nominee to be dealt with in accordance with this clause 4.4.
- (b) If the New Silver Lake Shares which would be issued as Scheme Consideration to any particular Scheme Participant would not constitute a marketable parcel within the meaning of the Listing Rules (calculated based on the closing price of Silver Lake Shares on ASX on the Record Date), then, in respect of the number of New Silver Lake Shares to which the Scheme Participant would otherwise be entitled as Scheme Consideration, that Scheme Participant will be given the option to have those New Silver Lake Shares issued to the Nominee to be dealt with in accordance with this clause 4.4.
- (c) Silver Lake must procure that on, or as soon as practicable and in any event not more than 20 Business Days after, the Implementation Date (at the risk of that Scheme Participant), the Nominee:
 - (i) sells on the ASX all Sale Shares it holds; and
 - (ii) pays the net proceeds received, after deducting any applicable brokerage, stamp duty and other taxes and charges (on an averaged basis so that all Ineligible Foreign Shareholders and Unmarketable Parcel Participants receive the same price per Sale Share, subject to rounding to the nearest whole cent), to that Ineligible Foreign Shareholder or Unmarketable Parcel Participant (as applicable) in full satisfaction of that Ineligible Foreign Shareholder's or Unmarketable Parcel Participant's (as applicable) rights under the Scheme.
- (d) Ineligible Foreign Shareholders and Unmarketable Parcel Participants agree that the amount referred to in clause 4.4(c)(ii) may be paid by the Nominee doing any of the following at the Nominee's election:
 - (i) sending by pre-paid post (or pre-paid airmail if the address is outside Australia) the proceeds to the Ineligible Foreign Shareholder's or Unmarketable Parcel Participant's (as applicable) Registered Address;
 - (ii) depositing or procuring the Integra Registry to deposit it into account with any Australian bank notified to Integra (or Integra's agent who manages the Integra Register) by an appropriate authority from the Ineligible Foreign Shareholder or Unmarketable Parcel Participant (as applicable); or
 - (iii) in the event that an Ineligible Foreign Shareholder or Unmarketable Parcel Participant (as applicable) does not have a Registered Address or the Nominee believes an Ineligible Foreign Shareholder or Unmarketable Parcel Participant (as applicable) is not known at its Registered Address, and no

account has been notified in accordance with sub-paragraph (ii) or a deposit into such an account is rejected or refunded, the Nominee may credit the amount payable to that Ineligible Foreign Shareholder or Unmarketable Parcel Participant (as applicable) to a separate bank account of Integra to be held until the Ineligible Foreign Shareholder or Unmarketable Parcel Participant (as applicable) claims the amount or the amount is dealt with in accordance with unclaimed money legislation. Integra must hold the amount on trust, but any benefit accruing from the amount will be to the benefit of Integra. An amount credited to the account is to be treated as having been paid to the Ineligible Foreign Shareholder or Unmarketable Parcel Participant (as applicable). Integra must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.

- (e) Payment by the Nominee to an Ineligible Foreign Shareholder or Unmarketable Parcel Participant (as applicable) in accordance with this clause 4.4 satisfies in full the Ineligible Foreign Shareholder's or Unmarketable Parcel Participant's (as applicable) right to Scheme Consideration.
- (f) Each Ineligible Foreign Shareholder and Unmarketable Parcel Participant (as applicable) appoints Integra as its agent to receive on its behalf any financial services guide or other notices which may be given by the Nominee approved by Integra to that Ineligible Foreign Shareholder or Unmarketable Parcel Participant (as applicable).

4.5 Fractional entitlements and splitting

- (a) Subject to clause 4.5(b), where the calculation of the number of New Silver Lake Shares to be issued to a particular Scheme Participant would result in the issue of a fraction of a New Silver Lake Share, the fractional entitlement:
 - (i) which is 0.5 or greater will be rounded up to the nearest whole number of New Silver Lake Shares; and
 - (ii) which is less than 0.5 will be rounded down to the nearest whole number of New Silver Lake Shares,after aggregating all holdings of the Scheme Participant and in a manner which avoids manipulation of a Scheme Participant's holdings to take advantage of the rounding entitlement.
- (b) If Silver Lake reasonably forms the opinion that two or more Scheme Participants, each of whom holds a number of Scheme Shares which results in rounding in accordance with clause 4.5(a), have, before the Record Date, been party to shareholding splitting or division in an attempt to obtain advantage by reference to such rounding, Silver Lake may send a notice to those Scheme Participants stating that opinion and attributing to one of them specifically identified in the notice (the Deemed Holder) all of the Scheme Shares held by all of them, upon which, for the purposes of the Scheme:
 - (i) the Deemed Holder will be taken to hold all the Scheme Shares referred to in the notice; and
 - (ii) each of the other Scheme Participants whose names are set out in the notice, will be taken not to hold any of the Scheme Shares,

and by complying with this clause 4.5(b), Silver Lake will be taken to have satisfied and discharged its obligations under the terms of the Scheme to all the Scheme Participants named in the notice.

4.6 Ranking of Scheme Consideration

Upon issue:

- (a) the New Silver Lake Shares will rank equally in all respect with all other Silver Lake Shares then on issue; and
- (b) each New Silver Lake Share will be fully paid and free from any mortgage, charge, lien, encumbrance or other security interest.

5 Dealings in Integra Shares

5.1 Recognised dealings

For the purposes of determining who is a Scheme Participant on the Record Date, dealings in Integra Shares must only be recognised if:

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

5.2 Integra's obligation to register

Integra must register any transmission application or transfer of Integra Shares received in accordance with clause 5.1(b) by the Record Date.

5.3 Transfer requests received after Record Date

- (a) If the Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose or purport or agree to dispose of any Scheme Shares or interest in them after the Record Date.
- (b) Integra must not accept for registration or recognise for any purpose any transmission application or transfer in respect of Integra Shares received after the Record Date, other than a transfer to Silver Lake in accordance with this Scheme.

5.4 Maintaining the Integra Register

For the purpose of determining entitlements to participate in this Scheme, Integra must, until the Scheme Consideration has been provided to Scheme Participants and Silver Lake has been entered in the Integra Register as holder of all of the Integra Shares, maintain the Integra Register in accordance with the provisions of this clause 5 and the Integra Register in this form solely determines entitlements to the Scheme Consideration.

5.5 Statements of holding cease to have any effect

All statements of holding for Integra Shares cease to have any effect from the Record Date as documents relating to title in respect of those shares. As from the Record Date,

each entry current at that date on the Integra Register ceases to be of any effect other than as evidence of entitlement to the Scheme Consideration in respect of the Scheme Shares relating to that entry.

5.6 Provision of information

Integra must procure that by 5.00pm on the fourth Business Day following the Record Date, details of the names, registered addresses and holdings of Integra Shares of every Integra Shareholder as shown in the Integra Register at the Record Date are available to Silver Lake in such form as Silver Lake may reasonably require.

6 Actions regarding quotation of Integra Shares

6.1 Suspension of trading of Integra Shares

It is expected that trading in Integra Shares on the ASX will be suspended no later than the Business Day following the day on which Integra notifies the ASX of the granting of the Scheme Order.

6.2 Quotation of Integra Shares

On the first Business Day after the Implementation Date, Integra will apply for termination of the official quotation of Integra Shares on the ASX and will apply to have itself removed from the official list of the ASX.

7 General provisions

7.1 Lodgement of the Scheme Order with ASIC

If the conditions precedent set out in clause 3.1 of this Scheme (other than the condition precedent in clause 3.1(c)) are satisfied, Integra must lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Scheme Order as soon as practicable after, 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 at the Second Court Hearing or such later date as Integra and Silver Lake agree in writing.

7.2 Alterations or conditions

If the Court proposes to approve this Scheme subject to any alterations or conditions, Integra may by its counsel or solicitors, and with the consent of Silver Lake, consent on behalf of all persons concerned to any alterations or conditions.

7.3 Agreement to transfer Scheme Shares

The Scheme Participants agree to the transfer of their Scheme Shares to Silver Lake in accordance with the terms of this Scheme.

7.4 Scheme Shares - Free of encumbrances

- (a) To the extent permitted by law, the Scheme Shares transferred to Silver Lake under this Scheme must be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) Each Scheme Participant is deemed to have warranted to Silver Lake that all their Scheme Shares (including any rights attaching to those shares) that are transferred

to Silver Lake under this Scheme are, at the date of transfer, 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, and that they have full power and capacity to sell and to transfer their Scheme Shares together with any rights attaching to those shares.

7.5 Beneficial ownership pending registration

Silver Lake is beneficially entitled to the Scheme Shares transferred to it under this Scheme pending registration by Integra of Silver Lake in the Integra Register as the holder of the Scheme Shares.

7.6 Integra to act on behalf of Scheme Participants

Upon the Scheme becoming Effective, each Scheme Participant, without the need for any further act, irrevocably appoints Integra and any of its directors or officers (jointly and severally) as its attorney and agent for the purpose of:

- (a) executing any document or doing any other act necessary or desirable to give effect to this Scheme and the transactions contemplated by it, including, without limitation, executing a proper instrument of transfer of its Scheme Shares which may be a master transfer of all of the Scheme Shares held by Scheme Participants; and
- (b) enforcing the Silver Lake Deed Poll against Silver Lake (and Integra undertakes in favour of each Scheme Participant that it will enforce the Silver Lake Deed Poll against Silver Lake on behalf of and as attorney and agent for the Scheme Participants).

7.7 Further assurances

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

7.8 Authority of Integra

Each of the Scheme Participants consents to Integra doing all things necessary for, expedient or incidental to the implementation of this Scheme, including (to the extent permitted by law) the provision of any information held by Integra in relation to the Scheme Participants to Silver Lake.

7.9 Scheme binding

This Scheme binds Integra and all Scheme Participants (including those who do not attend the Scheme Meeting to approve this Scheme or do not vote at the Scheme Meeting or vote against this Scheme at the Scheme Meeting). To the extent of inconsistency between this Scheme and the Integra Constitution, this Scheme overrides the Integra Constitution.

7.10 Notices

Where a notice, transfer, transmission application or other communication referred to in this Scheme is sent by post to Integra, it is not 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 Integra's registered office or at the Integra Registry.

7.11 Governing law

The governing law of this Scheme is the law in force in Western Australia. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia.

7.12 Fees and charges

Integra must pay all filing, application or similar fees due in relation to this Scheme, except that Silver Lake will pay all stamp duty (including any related fines, penalties and interest) on the transfer by the Scheme Participants of the Scheme Shares to Silver Lake.

7.13 No liability when acting in good faith

To the maximum extent permitted by law, none of Integra or Silver Lake nor any officer of any of those companies is liable for anything done or omitted to be done in the performance of this Scheme in good faith.