



## ASX Announcement

Wednesday, 3 November 2021

### SCHEME BOOKLET REGISTERED BY ASIC

Intega Group Limited (ASX:ITG) (Intega) refers to its announcement to the Australian Securities Exchange (ASX) yesterday (Tuesday, 2 November 2021) in relation to the proposed acquisition of all of the ordinary shares on issue in Intega (Intega Shares) by Kiwa Australia 2 Pty Ltd (ACN 654 686 549), a wholly-owned subsidiary of Kiwa N.V. (Kiwa), by way of a members' scheme of arrangement (the Scheme), and the orders made by the Supreme Court of New South Wales (the Court) that Intega convene and hold a meeting of Intega Shareholders to consider and vote on the Scheme (Scheme Meeting) and approving the distribution of the explanatory statement in respect of the Scheme prepared by Intega, which provides information about the Scheme and includes the notice of Scheme Meeting, (Scheme Booklet) to Intega Shareholders.

#### Scheme Booklet

Intega is pleased to announce that the Australian Securities and Investments Commission (ASIC) has registered the Scheme Booklet. A copy of the Scheme Booklet is attached to this ASX announcement and will also be made available on Intega's website ([www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/)).

As advised in the ASX announcement that Intega made yesterday, Intega Shareholders who have previously elected to receive communications from Intega electronically (and have nominated an email address for that purpose) will receive an email containing a link to where they can download the Scheme Booklet and a personalised proxy form in respect of the Scheme Meeting. Intega Shareholders who have previously elected to receive communications from Intega in hard copy will be sent the Scheme Booklet (enclosing a personalised proxy form in respect of the Scheme Meeting) in hard copy. These materials are expected to be despatched to Intega Shareholders on Friday, 5 November 2021.

Intega Shareholders who wish to receive a hard copy of the Scheme Booklet after this date may request one by visiting [www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/) or by calling the Intega Shareholder Information Line on 1300 161 432 (within Australia) or +61 3 9415 4063 (outside Australia), Monday to Friday between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time).

The Scheme Booklet should be read in its entirety before making a decision on whether or not to vote in favour of the Scheme.

#### Independent Expert's Report

A copy of the independent expert's report in respect of the Scheme (Independent Expert's Report) prepared by Loneragan Edwards & Associates Limited (Independent Expert) is attached to the Scheme Booklet.

The Independent Expert has concluded that the Scheme is fair and reasonable and in the best interests of Intega Shareholders, in the absence of a superior proposal.

The Independent Expert's conclusion should be read in context with the full Independent Expert's Report and the Scheme Booklet.

#### Intega Board's Recommendation

The Intega Board continues to unanimously recommend that Intega Shareholders vote in favour of the Scheme at the Scheme Meeting, in the absence of a Superior Proposal<sup>1</sup> and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders.

Subject to the same qualifications, each Intega Director who holds or controls Intega Shares intends to vote all Intega Shares held or controlled by him in favour of the Scheme at the Scheme Meeting.<sup>2</sup>

#### Support of Major Shareholder Group

As at the date of this announcement, the Crescent Capital Partners Shareholders<sup>3</sup> together hold 217,946,359 Intega Shares (representing 52.10% of the Intega Shares on issue). The Crescent Capital Partners Shareholders have notified the Intega Board in writing that they intend to vote all Intega Shares held by them in favour of the Scheme, in the absence of a superior proposal.

<sup>1</sup> As that term is defined in the Scheme Implementation Deed dated 3 October 2021 between Intega and Kiwa, a copy of which is attached to Intega's ASX announcement in respect of the Scheme on Monday, 4 October 2021.

<sup>2</sup> As at the date of this announcement: Mr Matthew Courtney holds or controls 191,097 Intega Shares (representing 0.05% of the Intega Shares on issue); Mr Jeffrey Forbes holds or controls 148,619 Intega Shares (representing 0.04% of the Intega Shares on issue); and Mr Neville Buch, Mr Michael Alscher (both of whom are nominees of the Crescent Capital Partners Shareholders) and Mr Steven Sherman do not personally hold or control any Intega Shares.

<sup>3</sup> "Crescent Capital Partners Shareholders" means, together, CCP Trusco 4 Pty Ltd as trustee for Crescent Capital Partners Designated



The Crescent Capital Partners Shareholders have consented to the inclusion of the statement above in this announcement.

#### Scheme Meeting

As advised in the announcement that Intega made to the ASX yesterday, the Scheme Meeting, at which Intega Shareholders will vote on the Scheme, will be held at 11:00am (Sydney time) / 10:00am (Brisbane time) on Monday, 6 December 2021.

Having regard to the uncertainty of, and potential health risks associated with large gatherings during, the COVID-19 pandemic, the Scheme Meeting will be held virtually (online only) and there will not be a physical meeting that Intega Shareholders or duly appointed proxies, attorneys or corporate representatives of Intega Shareholders can attend in person. Intega Shareholders (and duly appointed proxies, attorneys or corporate representatives of Intega Shareholders) can participate in the Scheme Meeting through the online platform by using a web browser at <https://web.lumiagm.com/391330491> (meeting ID 391-330-491) on their smartphone, tablet or computer (Online Scheme Meeting Platform) and will be able to listen to the Scheme Meeting and cast a vote and ask questions online through the Online Scheme Meeting Platform.

All registered Intega Shareholders at 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021 will be eligible to vote at the Scheme Meeting. Further information about how to participate in and vote at the Scheme Meeting is set out in the Scheme Booklet.

Intega Shareholders should read the Scheme Booklet in its entirety before making any decision in relation to the Scheme. Intega Shareholders are encouraged to seek independent financial, legal, accounting, taxation and/or other professional advice before making any voting or investment decision in relation to their Intega Shares.

#### Indicative Scheme Timetable

If the requisite majorities of Intega Shareholders approve the Scheme at the Scheme Meeting, and all other conditions precedent to the Scheme (other than final Court approval) are satisfied (or, if applicable, waived), Intega will apply to the Court for orders approving the Scheme.

The key events and the expected timing in relation to the approval and implementation of the Scheme are set out in the table below.

Event	Expected date
Despatch of Scheme Booklet to Intega Shareholders	Friday, 5 November 2021
Scheme Meeting	11:00am (Sydney time) / 10:00am (Brisbane time) on Monday, 6 December 2021
Second Court Hearing	9:15am (Sydney time) / 8:15am (Brisbane time) on Thursday, 9 December 2021
Effective Date	Friday, 10 December 2021
Scheme Record Date	7:00pm (Sydney time) / 6:00pm (Brisbane time) on Tuesday, 14 December 2021
Scheme Implementation Date	Friday, 17 December 2021

Trust VA (which, as at the date of this announcement, holds 31,383,970 Intega Shares, representing 7.50% of the Intega Shares on issue), CCP Trusco 5 Pty Ltd as trustee for Crescent Capital Partners Designated Trust VB (which, as at the date of this announcement, holds 35,204,686 Intega Shares, representing 8.42% of the Intega Shares on issue), CCP Trusco 1 Pty Ltd as trustee for Crescent Capital Partners Specific Trust VA (which, as at the date of this announcement, holds 17,176,317 Intega Shares, representing 4.11% of the Intega Shares on issue), CCP Trusco 2 Pty Ltd as trustee for Crescent Capital Partners Specific Trust VB (which, as at the date of this announcement, holds 7,526,474 Intega Shares, representing 1.80% of the Intega Shares on issue), CCP Trusco 3 Pty Ltd as trustee for Crescent V Co-Investor Trust 1 (which, as at the date of this announcement, holds 43,103,470 Intega Shares, representing 10.30% of the Intega Shares on issue), and CCP Trusco 3 Pty Ltd as trustee for Crescent V Co-Investor Trust 2 (which, as at the date of this announcement, holds 83,551,442 Intega Shares, representing 19.97% of the Intega Shares on issue).

All dates in the above timetable are indicative only and are subject to the Court approval process and the satisfaction or, where applicable, waiver of the conditions precedent under the Scheme, including the conditions precedent under the Scheme Implementation Deed entered into by Intega and Kiwa on 3 October 2021 (a copy of which is attached to the ASX announcement in respect of the Scheme that Intega made on Monday, 4 October 2021). Any changes to the above timetable will be announced to the ASX as required.

#### Further information

Intega Shareholders can obtain further information in relation to the Scheme Booklet, the Scheme and/or the Scheme Meeting by visiting [www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/) or by calling the Intega Shareholder Information Line on 1300 161 432 (within Australia) or +61 3 9415 4063 (outside Australia), Monday to Friday between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time).

This announcement has been authorised by the Intega Board.

– ENDS –

Authorised Officer and for all media enquiries please contact:  
Courtney Marsden, General Counsel & Company Secretary  
t: +61 7 3518 2702 | m: 0421 382 119 | e: [courtney.marsden@intega.net](mailto:courtney.marsden@intega.net)

For all investor enquiries please contact:  
Matthew Courtney, Chief Executive Officer & Managing Director  
t: +61 7 3518 2708 | m: 0416 191 342 | e: [matthew.courtney@intega.net](mailto:matthew.courtney@intega.net)

#### About Intega

The Intega Group is a leading engineering services provider, with a focus on Asset and Infrastructure Integrity. Intega is listed on the Australian Securities Exchange (ASX:ITG). [www.intega.net](http://www.intega.net)

#### About Kiwa

Kiwa is a Netherlands headquartered rapidly growing Testing, Inspection and Certification organization with approximately 5,500 employees in 35 countries.

Kiwa is an independent global company in Testing, Inspection and Certification (TIC). Kiwa's core businesses are supported and strengthened by (strictly separated) training, consultancy and data services. With its TIC and adjacent services, Kiwa creates trust in its customers' products, services, processes, (management) systems and employees.

It does so in a wide variety of market segments, ranging from drinking water and (renewable) energy, construction and healthcare to food, feed & farm and medical & pharma. Kiwa has clients in manufacturing and process industries, (business) services, public and private utilities, governments and international institutions.

# SCHEME BOOKLET

For a scheme of arrangement in relation to the proposed acquisition of all Intega Shares from Intega Shareholders by Kiwa Nominee, a wholly-owned subsidiary of Kiwa N.V.

## VOTE IN FAVOUR

**THE INTEGA DIRECTORS UNANIMOUSLY RECOMMEND THAT YOU APPROVE THE SCHEME BY VOTING IN FAVOUR OF THE SCHEME RESOLUTION, IN THE ABSENCE OF A SUPERIOR PROPOSAL AND SUBJECT TO THE INDEPENDENT EXPERT CONTINUING TO CONCLUDE THAT THE SCHEME IS IN THE BEST INTERESTS OF INTEGA SHAREHOLDERS.**

**THE INDEPENDENT EXPERT HAS CONCLUDED THAT THE SCHEME IS FAIR AND REASONABLE AND IN THE BEST INTERESTS OF INTEGA SHAREHOLDERS, IN THE ABSENCE OF A SUPERIOR PROPOSAL.**

This is an important document and requires your immediate attention. You should read this document carefully and in its entirety before deciding whether or not to vote in favour of the Scheme Resolution. If you are in doubt as to what you should do, you should consult your legal, financial, taxation or other professional adviser.

If, after reading this Scheme Booklet, you have any questions about the Scheme or the number of Intega Shares you hold or how to vote on the Scheme Resolution, please call the Intega Shareholder Information Line on 1300 161 432 (within Australia) or +61 3 9415 4063 (outside Australia), Monday to Friday between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time).

If you have recently sold all of your Intega Shares, please disregard this document.

Financial Adviser

Legal Adviser

Greenhill



GILBERT  
+ TOBIN



## Important notices

### General

Intega Shareholders are encouraged to read this Scheme Booklet in its entirety before making a decision as to how to vote on the Scheme Resolution to be considered at the Scheme Meeting.

### Interpretation

Capitalised terms and certain abbreviations used in this Scheme Booklet have the meanings set out in the Glossary in Section 12 of this Scheme Booklet. The documents reproduced in the Attachments to this Scheme Booklet may have their own defined terms, which are sometimes different from those in the Glossary.

Unless otherwise stated, all data contained in charts, graphs and tables is based on information available at the date of this Scheme Booklet. All numbers are rounded unless otherwise indicated.

Unless otherwise specified, all references to \$US, US\$ or USD and cents are references to United States currency.

Unless otherwise specified, all references to \$, A\$, AUD and Australian cents are references to Australian currency.

### Purpose of this Scheme Booklet

The purpose of this Scheme Booklet is to explain the terms of the Scheme and the manner in which the Scheme will be implemented (if approved), to provide certain information required by law and to provide all other information (other than information previously disclosed to Intega Shareholders) that is known to Intega which is material to the decision of Intega Shareholders whether or not to vote in favour of the Scheme Resolution to be considered at the Scheme Meeting.

This Scheme Booklet includes the explanatory statement required to be sent to Intega Shareholders under Part 5.1 of the Corporations Act in relation to the Scheme.

Intega Shareholders should read this Scheme Booklet in its entirety before making a decision as to how to vote on the Scheme Resolution to be considered at the Scheme Meeting.

### Responsibility for information in this Scheme Booklet

- (a) Except as described in paragraphs (b) to (d) below, the information in this Scheme Booklet has been prepared by, and is the responsibility of, Intega. No Kiwa Group Member or any of its directors, officers or advisers assumes any responsibility for the accuracy or completeness of any such Intega information.
- (b) Kiwa has provided and is responsible for the Kiwa Group Information. No Intega Group Member or any of its directors, officers or advisers assumes any responsibility for the accuracy or completeness of the Kiwa Group Information.
- (c) PwC has provided and is responsible for the information contained in Section 10 (Taxation implications for Intega Shareholders) of this Scheme Booklet. Neither the Intega Group nor the Kiwa Group assumes any responsibility for the accuracy or completeness of the information contained in Section 10 (Taxation implications for Intega Shareholders) of this Scheme Booklet. PwC does not assume any responsibility for the accuracy or completeness of the information contained in this Scheme Booklet other than that contained in Section 10 (Taxation implications for Intega Shareholders).
- (d) The Independent Expert, Lonergan Edwards, has prepared, and is responsible for the information contained in, the Independent Expert's Report set out in Attachment A to this Scheme Booklet. The Intega Group does not assume any responsibility for the accuracy or completeness of the information contained in the Independent Expert's Report, except in relation to information given by an Intega Group Member to the Independent Expert. The Kiwa Group does not assume any responsibility for the accuracy or completeness of the information contained in the Independent Expert's Report. The Independent Expert does not assume any responsibility for the accuracy or completeness of the information contained in this Scheme Booklet, other than that contained in the Independent Expert's Report.
- (e) Computershare has had no involvement in the preparation of any part of this Scheme Booklet, other than being named as the Intega Share Registry. Computershare has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for, any part of this Scheme Booklet.

### Investment decisions

The information in this Scheme Booklet does not constitute financial product advice. This Scheme Booklet has been prepared without reference to the investment objectives, financial situation or particular needs of any Intega Shareholder or any other person. This Scheme Booklet should not be relied on as the sole basis for any investment decision.

The information and recommendations contained in this Scheme Booklet do not constitute, and should not be taken as, financial product advice. Independent legal, financial and taxation advice should be sought before making any investment decision in relation to your Intega Shares. You should consider, with or without the assistance of a financial adviser, whether the information in this Scheme Booklet is appropriate for you, having regard to your particular investment needs, objectives and financial circumstances and consult your legal, financial or other professional adviser before making any investment decision. The Intega Directors encourage you to seek independent financial and tax advice before making any investment decision and any decision as to whether or not to vote in favour of the Scheme. This Scheme Booklet should be read in its entirety before making a decision on whether or not to vote in favour of the Scheme Resolution to be considered at the Scheme Meeting. In particular, it is important that you consider the potential risks if the Scheme does not proceed, as set out in Section 9 of this Scheme Booklet, and the views of the Independent Expert set out in the Independent Expert's Report contained in Attachment A. If you are in doubt as to the course you should follow, you should consult your legal, financial, tax or other professional adviser.

### ASIC and ASX involvement

A copy of this Scheme Booklet was provided to ASIC under section 411(2) of the Corporations Act and registered by ASIC under section 412(6) of the Corporations Act. ASIC has been given the opportunity to comment on this Scheme Booklet in accordance with section 411(2) of the Corporations Act. ASIC has been requested to provide a statement, in accordance with section 411(17)(b) of the Corporations Act, that ASIC has no objection to the Scheme. If ASIC provides that statement, it will be produced to the Court at the Second Court Hearing. Neither ASIC nor its officers take any responsibility for the contents of this Scheme Booklet.

A copy of this Scheme Booklet has been lodged with ASX. Neither ASX nor any of its officers take any responsibility for the contents of this Scheme Booklet.

### Important notice associated with Court order under subsection 411(1) of the Corporations Act

The fact that, under subsection 411(1) of the Corporations Act, the Court has ordered that the Scheme Meeting be convened and has approved the explanatory statement required to accompany the Notice of Scheme Meeting (being this Scheme Booklet) does not mean that the Court:

- has formed any view as to the merits of the proposed Scheme or as to how Intega Shareholders should vote (on this matter Intega Shareholders must reach their own decision); or
- has prepared, or is responsible for the contents of, this Scheme Booklet.

An order of the Court under section 411(1) of the Corporations Act is not an endorsement by the Court of, or any other expression of opinion by the Court on, the Scheme.

### Notices of Scheme Meeting

The Notice of Scheme Meeting is set out in Attachment D.

### Notice of Second Court Hearing

At the Second Court Hearing, the Court will consider whether to approve the Scheme.

Each Intega Shareholder and, with the Court's permission, any other interested person has the right to appear at the Second Court Hearing.

If you wish to oppose the approval of the Scheme at the Second Court Hearing, you may do so by filing with the Court and serving on Intega a notice of appearance in the prescribed form together with any affidavit on which you wish to rely at the Second Court Hearing.

With leave of the Court, you may also oppose the approval of the Scheme at the Second Court Hearing by appearing at the Second Court Hearing and raising any objections you may have at that hearing. Intega should be notified in advance of an intention to object.

The Second Court Hearing is currently scheduled to be held at the Supreme Court of New South Wales, Law Courts Building, 184 Phillip Street, Sydney NSW 2000, at 9:15am (Sydney time) on Thursday, 9 December 2021, though an earlier date for the Second Court Hearing may be sought. Any change to this date will be announced on the ASX company announcements platform.

### Disclosure regarding forward-looking statements

Some of the statements appearing in this Scheme Booklet (including in the Independent Expert's Report) may be forward-looking statements. Forward-looking statements or statements of intent in relation to future events in this Scheme Booklet (including in the Independent Expert's Report) should not be taken to be forecasts or predictions that those events will occur. Forward looking statements generally may be identified by the use of forward-looking words such as 'believe', 'aim', 'expect', 'anticipate', 'intending', 'foreseeing', 'likely', 'should', 'planned', 'may', 'estimate', 'potential', or other similar words. Similarly, statements that describe the objectives, plans, goals, intentions or expectations of Intega, Kiwa Nominee, Kiwa or the Kiwa Group are or may be forward-looking statements. You should be aware that such statements are only opinions and are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to Intega, Kiwa Nominee, Kiwa or the Kiwa Group and/or the industries in which they operate, as well as general economic conditions, prevailing exchange rates and interest rates and conditions in financial markets.

Actual events or results may differ materially from the events or results expressed or implied in any forward-looking statement and deviations are both normal and to be expected. None of Intega, Kiwa Nominee, Kiwa or the Kiwa Group or any of their respective affiliates, officers, directors, employees or advisers or any person named in this Scheme Booklet or involved in the preparation of this Scheme Booklet makes any representation or warranty (either express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement, or any events or results expressed or implied in any forward-looking statement. Accordingly, you are cautioned not to place undue reliance on those statements.

The forward-looking statements in this Scheme Booklet reflect views held only at the date of this Scheme Booklet. Subject to any continuing obligations under the ASX Listing Rules and/or the Corporations Act, Intega, Kiwa Nominee, Kiwa and the Kiwa Group and their respective officers, directors, employees and advisers, disclaim any obligation or undertaking to distribute after the date of this Scheme Booklet any updates or revisions to any forward-looking statements to reflect (a) any change in expectations in relation to such statements; or (b) any change in events, conditions or circumstances on which any such statement is based.

### Privacy and personal information

Intega and the Intega Share Registry may collect personal information in the process of implementing the Scheme. The personal information may include the names, addresses, contact details and security holdings of Intega Shareholders and the names of persons appointed by Intega Shareholders as proxies, attorneys or corporate representatives at the Scheme Meeting. The collection of some of this personal information is required or authorised by the Corporations Act.

The primary purposes of collecting this personal information are to assist in the conduct of the Scheme Meeting and to enable the Scheme to be implemented in the manner described in this Scheme Booklet. The personal information of the type described above may be disclosed to the Intega Share Registry, print and mail service providers, authorised securities brokers and any other service provider or adviser engaged by Intega or the Intega Share Registry for this purpose. Some of these recipients may be located in overseas countries.

If the information outlined above is not collected, Intega may be hindered in, or prevented from, conducting the Scheme Meeting and implementing the Scheme.

Intega Shareholders who are individuals and the other individuals in respect of whom personal information is collected as outlined above have certain rights to access the personal information collected in relation to them. Such individuals who wish to exercise these rights should contact the Intega Share Registry Privacy Officer by email at [privacy@computershare.com.au](mailto:privacy@computershare.com.au) or by mail to the address below:

Privacy Officer  
Computershare Investor Services Pty Limited  
Yarra Falls, 452 Johnston Street  
Abbotsford  
Victoria 3067 Australia.

Intega Shareholders who appoint a named person to act as their proxy, attorney or corporate representative should ensure that they inform that person of the matters outlined above.

### Notice to persons outside Australia

The release, publication or distribution of this Scheme Booklet in jurisdictions other than Australia may be restricted by law or regulation in such other jurisdictions and persons outside of Australia who come into possession of this Scheme Booklet should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable laws or regulations.

This Scheme Booklet and the Scheme is subject to Australian disclosure requirements, which may be different from the requirements applicable in other jurisdictions. This Scheme Booklet has been prepared in accordance with the laws of Australia and the information contained in this Scheme Booklet may not be the same as that which would have been disclosed if this Scheme Booklet had been prepared in accordance with the laws and regulations of a jurisdiction outside of Australia.

This Scheme Booklet and the Scheme does not constitute an offer of securities in any place which, or to any person whom, it would not be lawful to make such an offer.

### Effect of rounding

A number of figures, amounts, percentages, prices, estimates, calculations of value and fractions in this Scheme Booklet are subject to the effect of rounding. Accordingly, actual calculations may differ from amounts set out in this Scheme Booklet.

### Times and dates

Unless otherwise stated, all times referred to in this Scheme Booklet are times in Brisbane, Queensland, Australia. All dates following the date of the Scheme Meeting are indicative only and are subject to the Court approval process and the satisfaction or, where applicable, waiver of the conditions precedent to the implementation of the Scheme (see Section 6.3 of this Scheme Booklet).

### Supplementary information

Intega has established the Intega Shareholder Information Line, which you should call if you have any questions or require further information about this Scheme Booklet or the Scheme. The telephone number is 1300 161 432 (within Australia) or +61 3 9415 4063 (outside Australia), Monday to Friday between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time). Intega Shareholders should consult their legal, financial or other professional adviser before making any decision regarding the Scheme.

In certain circumstances, Intega may provide additional disclosure to Intega Shareholders in relation to the Scheme after the date of this Scheme Booklet. To the extent applicable, Intega Shareholders should have regard to any such supplemental information in determining how to vote in relation to the Scheme. Refer to Section 11.17 for information about the steps that Intega will take if any such additional disclosure is required.

### Date

This Scheme Booklet is dated Wednesday, 3 November 2021.

# Contents

<b>Important notices</b>	<b>1</b>
<b>Chairman's Letter</b>	<b>6</b>
<b>Key dates relating to the Scheme</b>	<b>9</b>
<b>1 Purpose of this Scheme Booklet</b>	<b>10</b>
<b>2 Next steps and key actions for Intega Shareholders</b>	<b>13</b>
2.1 Carefully read this Scheme Booklet	13
2.2 Vote on the Scheme	13
2.3 Seek further information	13
2.4 Why you should vote on the Scheme	13
<b>3 How to vote on the Scheme Resolution</b>	<b>14</b>
<b>4 Frequently asked questions</b>	<b>17</b>
<b>5 Intega Directors' recommendation and matters relevant to your vote on the Scheme</b>	<b>29</b>
5.1 Intega Directors' recommendation and voting intentions in respect of the Scheme	29
5.2 Reasons for the Intega Directors' recommendation and advantages of the Scheme	29
5.3 Reasons why Intega Shareholders may consider voting against the Scheme and disadvantages of the Scheme	32
5.4 Other considerations relevant to an Intega Shareholder's vote	33
<b>6 Overview of the Scheme</b>	<b>34</b>
6.1 Background	34
6.2 What Intega Shareholders will receive – an overview of the Scheme Consideration	34
6.3 Conditions Precedent	34
6.4 Steps for implementing the Scheme	35
6.5 Delisting of Intega	38
6.6 End Date	38
6.7 Copy of the Intega Share Register	38
6.8 Warranties given by Scheme Shareholders under the Scheme	38
6.9 Indicative timetable	38
<b>7 Information about Intega</b>	<b>39</b>
7.1 Overview of Intega	39
7.2 Intega's history and background	39
7.3 Intega division overview	40
7.4 Growth opportunities and priorities	40
7.5 Intega Directors and senior management	41
7.6 Equity capital structure and market capitalisation	41
7.7 Intega's substantial holders	41
7.8 Recent Intega Share price performance	42
7.9 Historical financial information relating to Intega	42
7.10 Material changes to the financial position of Intega since 30 June 2021	46
7.11 Intega Directors' intentions for Intega's business	46
7.12 Risks relating to Intega's business	46
7.13 Publicly available information about Intega	46



<b>8</b>	<b>Information about Kiwa, Kiwa Nominee and Kiwa Group</b>	<b>48</b>
8.1	Introduction	48
8.2	Overview of Kiwa	48
8.3	Kiwa Management	48
8.4	Kiwa Nominee	48
8.5	Rationale for Kiwa's proposed acquisition of Intega	48
8.6	Funding arrangements for the Scheme Consideration	48
8.7	Kiwa's intentions if the Scheme is implemented	49
8.8	Kiwa's interests in Intega Shares	49
8.9	Additional information	50
<b>9</b>	<b>Risks</b>	<b>51</b>
9.1	Introduction	51
9.2	General investment risks	51
9.3	Risks associated with your current investment in Intega Shares	51
9.4	Risks relating to the Scheme	54
<b>10</b>	<b>Taxation implications for Intega Shareholders</b>	<b>56</b>
10.1	Introduction	56
10.2	Australian Resident Intega Shares	56
10.3	Non-resident Intega Shareholders	58
10.4	Stamp duty	59
10.5	GST	59
<b>11</b>	<b>Additional information</b>	<b>60</b>
11.1	Relevant Interests of Intega Directors in Intega Shares	60
11.2	Interests of Intega Directors in Intega Performance Rights and Intega Options	60
11.3	Treatment of Intega Performance Rights and Intega Options in connection with the Scheme	60
11.4	Marketable securities in Kiwa and Kiwa Nominee held by, or on behalf of, Intega Directors	61
11.5	Interests of Intega Directors in contracts of Kiwa and Kiwa Nominee	61
11.6	Other interests of Intega Directors	61
11.7	Agreements or arrangements with Intega Directors	62
11.8	Payments and other benefits to directors, secretaries or executive officers of Intega	62
11.9	Key terms of the Scheme Implementation Deed	62
11.10	Status of Regulatory Conditions Precedent	66
11.11	Transaction costs	67
11.12	Regulatory relief, confirmations and waivers	67
11.13	Consents provided in relation to information in this Scheme Booklet	67
11.14	No "unacceptable circumstances"	68
11.15	Electronic copy of this Scheme Booklet	68
11.16	No other material information	68
11.17	Supplementary disclosure	68
<b>12</b>	<b>Glossary</b>	<b>69</b>
<hr/>		
Attachment A Independent Expert's Report		
Attachment B Scheme		
Attachment C Deed Poll		
Attachment D Notice of Scheme Meeting		
Attachment E Sample Scheme Meeting Proxy Form		

## Chairman's Letter

Dear Intega Shareholder,

On 4 October 2021, Intega announced that it had entered into the Scheme Implementation Deed, under which Kiwa (through Kiwa Nominee) has agreed to acquire all of the Intega Shares for the Scheme Consideration of \$0.90 in cash per Intega Share by way of the Scheme. This represents a 99% premium to the one-month VWAP of Intega Shares up to the trading day before the announcement of the Strategic Review and a 61% premium to the one-month VWAP of Intega Shares up to the last trading day before Intega announced that it and Kiwa had entered into the Scheme Implementation Deed.

In order for the Scheme to proceed, it must be approved at a meeting of Intega Shareholders (being the Scheme Meeting), and then by the Court. Implementation of the Scheme is also subject to Kiwa obtaining FIRB approval in respect of the Scheme (see Section 11.10(a) for more information), any waiting period applicable to the Scheme under the HSR Act either expiring or being terminated (see Section 11.10(b) for more information), and the satisfaction or, if applicable, waiver of certain other Conditions Precedent described in Section 6.3.

The purpose of this Scheme Booklet is to provide you with information about the Scheme to assist you in deciding how to vote on the Scheme at the Scheme Meeting.

### Intega Board's recommendation

The Intega Directors unanimously recommend that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders. Subject to the same qualifications, each Intega Director who holds Intega Shares intends to vote, or cause to be voted, all Intega Shares that he holds or Controls in favour of the Scheme Resolution.

The interests of the Intega Directors (including Mr Matthew Courtney, Managing Director and Chief Executive Officer of Intega) in Intega Shares and the Scheme are disclosed in Section 11. Intega Shareholders should have regard to these interests when considering the Intega Directors' unanimous recommendation in respect of the Scheme, which appears throughout this Scheme Booklet.<sup>1</sup>

The key reasons for the Intega Directors' recommendation are set out below.

- (a) The Intega Board unanimously considers the Scheme to be in the best interests of Intega Shareholders. In reaching this conclusion, the Intega Board considered the outcome of the Strategic Review described in Section 5.2(a) (including indicative proposals from third parties other than Kiwa) and alternative options for Intega's business to deliver value to Intega Shareholders, including continuing to deliver on growth opportunities as a stand-alone, ASX-listed company.

Following consideration of these matters, the Intega Board unanimously concluded that:

- (i) the Scheme is the most attractive option for Intega Shareholders and the Intega Directors consider that the Scheme Consideration recognises the value and future growth potential of Intega; and
- (ii) having regard to all relevant factors, on balance, the Intega Board considers that the certainty of 100% cash Scheme Consideration and the value inherent in the Scheme will deliver greater benefits to Intega Shareholders than any other alternatives currently available for Intega, including continuing to operate under the status quo as a stand-alone, ASX-listed entity.
- (b) The Independent Expert has concluded that the Scheme is fair and reasonable and in the best interests of Intega Shareholders, in the absence of a superior proposal.
- (c) The Scheme has support from Intega's major shareholder group, the Crescent Capital Partners Shareholders (as described in more detail below and in Section 5.2(c)).
- (d) The Scheme Consideration of \$0.90 per Intega Share represents a significant premium to recent trading prices of Intega Shares.
- (e) The Scheme Consideration of \$0.90 per Intega Share exceeds the highest closing price of Intega Shares since Intega's ASX listing in October 2019 as part of its demerger from Cardno, and also represents a premium of 67% to the VWAP of Intega Shares over the first 5 trading days of Intega Shares as part its demerger from Cardno, being \$0.54.<sup>2</sup>
- (f) The all-cash Scheme Consideration delivers Intega Shareholders with certainty and immediate value for their Intega Shares.

1 As at the date of this Scheme Booklet, Mr Matthew Courtney holds or Controls 191,097 Intega Shares (representing 0.05% of the Intega Shares on issue), Mr Jeffrey Forbes holds or Controls 148,619 Intega Shares (representing 0.04% of the Intega Shares on issue), and Mr Neville Buch and Mr Michael Alscher (both of whom are nominees of the Crescent Capital Partners Shareholders) and Mr Steven Sherman do not personally hold or Control any Intega Shares. See Section 11.6(b) for more information about Mr Buch's and Mr Alscher's roles with Crescent Capital Partners and their consequential interests in the Scheme.

In addition, if the Scheme becomes Effective, Mr Matthew Courtney will receive Incentive Security Cancellation Consideration of \$2,500,000 as consideration for the cancellation of his Intega Performance Rights and Intega Options (see Section 11.3 for more information). The other Intega Directors consider that, despite these arrangements and interests, it is important and appropriate for Mr Courtney to make a recommendation to Intega Shareholders in respect of the Scheme, given: (i) the importance of the Scheme and Mr Courtney's role as an Intega Director; (ii) Mr Courtney's knowledge of Intega and the industry in which it operates; and (iii) that, in their view, Intega Shareholders would likely want to know Mr Courtney's recommendation in respect of the Scheme. Mr Courtney also considers that, despite the arrangements and interests described above, it is appropriate for him to make a recommendation to Intega Shareholders in respect of the Scheme given the importance of the Scheme and his knowledge of Intega and the industry in which it operates.

2 On 22 October 2019, Intega was admitted to the Official List of the ASX as a separate, standalone entity (and, initially, Intega Shares traded on the ASX on a deferred settlement basis). The Intega Share price of \$0.54 refers to the VWAP of Intega Shares, as traded on the ASX on a deferred settlement basis over the first five trading days after Intega listed on the ASX as part of its demerger from Cardno (being from Thursday, 24 October 2019 to Wednesday, 30 October 2019 (inclusive)).

- (g) The entry by Intega and Kiwa into the Scheme Implementation Deed is the result of a comprehensive competitive process undertaken as part of the Strategic Review and, since announcement of the entry by Intega and Kiwa into the Scheme Implementation Deed, no Superior Proposal has been received by the Intega Board (or has otherwise emerged). For the reasons set out in Section 5.2(g), the Intega Directors believe that it is unlikely that a Superior Proposal will be received by the Intega Board (or will otherwise emerge) before the date on which the Scheme is currently expected to become Effective.
- (h) If the Scheme is not implemented on or before 31 December 2021 as a result of the FIRB Condition Precedent not being satisfied (in the circumstances described in Section 5.2(h) below), Intega will become entitled to declare and pay the Conditional Permitted Special Dividend. If the Conditional Permitted Special Dividend is declared and paid, it:
- (i) will not reduce the Scheme Consideration of \$0.90 per Intega Share; and
  - (ii) therefore, provides additional value to Intega Shareholders if the implementation of the Scheme is delayed in the circumstances described above.
- (i) If the Scheme does not proceed, and no comparable proposal to the Scheme or Superior Proposal is received by the Intega Board (or otherwise emerges), the Intega Share price may fall or trade at a price below the Scheme Consideration, at least in the immediate near-term.
- (j) No brokerage or stamp duty will be payable by you on the transfer of your Intega Shares to Kiwa Nominee under the Scheme.

However, factors which may lead an Intega Shareholder to vote against the Scheme include:

- (a) they may disagree with the Intega Directors' unanimous recommendation and the Independent Expert's conclusion and believe that the Scheme is not in their best interests;
- (b) they may prefer to retain their Intega Shares and have the opportunity to participate in the future financial performance of Intega as a standalone, ASX-listed company;
- (c) they may wish to maintain an investment in a publicly listed company with the specific characteristics of Intega in terms of industry, operations, profile, size and capital structure;
- (d) the tax consequences of the Scheme may not suit their current financial position; and
- (e) they may believe that there is potential for a Superior Proposal to be made in the foreseeable future (however, as at the date of this Scheme Booklet, no Superior Proposal has been received by the Intega Board or has otherwise emerged and, for the reasons set out in Section 5.2(g), the Intega Directors believe that it is unlikely that a Superior Proposal will be received by the Intega Board (or will otherwise emerge) before the date on which the Scheme is currently expected to become Effective).

Further details on the recommendation given by the Intega Directors, and the reasons for that recommendation (together with possible reasons to not vote in favour of, and other matters that may be relevant to an Intega Shareholder's vote on, the Scheme), are set out in Section 5 of the Scheme Booklet.

### **Independent Expert's conclusion**

The Intega Board appointed Lonergan Edwards as the Independent Expert to assess the merits of the Scheme. The Independent Expert has concluded that the Scheme is fair and reasonable and in the best interests of Intega Shareholders, in the absence of a superior proposal.

The Independent Expert has assessed the value of Intega Shares (on a 100% controlling interest basis) to be in the range of \$0.80 to \$0.90 per Intega Share. The Scheme Consideration of \$0.90 per Intega Share is within this range.

A complete copy of the Independent Expert's Report is included as Attachment A to this Scheme Booklet.

### **Voting intention of the Crescent Capital Partners Shareholders**

As at the date of this Scheme Booklet, the Crescent Capital Partners Shareholders together hold 217,946,359 Intega Shares (representing 52.10% of the Intega Shares on issue). The Crescent Capital Partners Shareholders have notified the Intega Board in writing that they intend to vote all Intega Shares held by them in favour of the Scheme, in the absence of a superior proposal.

The Crescent Capital Partners Shareholders have consented to the inclusion of the statement above in this Scheme Booklet.

## How to vote at the Scheme Meeting

Your vote is important and I encourage you to vote on the Scheme by attending the virtual Scheme Meeting scheduled to be held at 10:00am (Brisbane time) / 11:00am (Sydney time) on Monday, 6 December 2021 through the Online Scheme Meeting Platform or, alternatively, by appointing a proxy, attorney or, if you are a body corporate, a duly appointed corporate representative to attend and vote on your behalf. If you do not wish to, or are unable to, attend the virtual Scheme Meeting, I encourage you to vote by appointing a proxy by completing the Scheme Meeting Proxy Form and lodging it in one of the ways described in Section 3 (How to vote on the Scheme Resolution) below by 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021. Even if you plan to attend the virtual Scheme Meeting, you are still encouraged to submit a directed proxy in advance of the Scheme Meeting so that your vote on the Scheme Resolution can still be counted if you encounter any issues in attending the Scheme Meeting (for example, if there is an issue with your internet connection on the day of the Scheme Meeting).

The Scheme will only be effective and implemented if it is approved by:

- more than 50% of Intega Shareholders present and voting at the Scheme Meeting (unless the Court orders otherwise); and
- at least 75% of the total number of votes cast on the Scheme Resolution by eligible Intega Shareholders.

If you wish the Scheme to proceed, it is important that you vote in favour of the Scheme at the Scheme Meeting.

## Further information

The Scheme Booklet sets out important information regarding the Scheme, including the reasons for the Intega Directors' recommendation in respect of the Scheme, the Independent Expert's Report and the Notice of Scheme Meeting. It also sets out reasons why you may wish to vote against the Scheme.

Please read this Scheme Booklet carefully and in its entirety as it will assist you in making an informed decision on how to vote on the Scheme Resolution. I also encourage you to seek independent financial, legal and taxation advice before making any investment decision in relation to your Intega Shares.

If you require any further information, please call the Intega Shareholder Information Line on 1300 161 432 (within Australia) or +61 3 9415 4063 (outside Australia), Monday to Friday between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time).

On behalf of the Intega Board, I would like to take this opportunity to thank you for your ongoing support. I look forward to your participation in the Scheme Meeting.

Yours sincerely,



**Neville Buch**  
Chairman, Intega Group Limited



## Key dates relating to the Scheme

Key event	Date
<b>Key dates relating to the Scheme Meeting</b>	
<b>Scheme Meeting Proxy Form deadline</b> Last time and date by which the Scheme Meeting Proxy Form (including Scheme Meeting Proxy Forms lodged online), powers of attorney and certificates of appointment of body corporate representatives for the Scheme Meeting must be received by the Intega Share Registry. Given the last date for lodgement of Scheme Meeting Proxy Forms falls on a Saturday, please ensure that any Scheme Meeting Proxy Form which you intend to lodge by post is received by close of business on Friday, 3 December 2021. Intega will accept valid Scheme Meeting Proxy Forms received by fax or lodged online before 11:00am (Sydney time) / 10:00am (Brisbane time) on Saturday, 4 December 2021.	11:00am (Sydney time) / 10:00am (Brisbane time) on Saturday, 4 December 2021
<b>Scheme Meeting Record Date</b> Time and date for determining eligibility to vote at the Scheme Meeting.	11:00am (Sydney time) / 10:00am (Brisbane time) on Saturday, 4 December 2021
<b>Scheme Meeting</b> Having regard to the uncertainty of, and potential health risks associated with large gatherings during, the COVID-19 pandemic, the Scheme Meeting will be held virtually (online only) through the Online Scheme Meeting Platform and there will not be a physical meeting that Intega Shareholders or duly appointed proxies, attorneys or corporate representatives of Intega Shareholders can attend in person. Intega Shareholders (and duly appointed proxies, attorneys or corporate representatives of Intega Shareholders) who participate in the Scheme Meeting through the Online Scheme Meeting Platform will be able to listen to the Scheme Meeting and cast a vote and ask questions online through the Online Scheme Meeting Platform.	11:00am (Sydney time) / 10:00am (Brisbane time) on Monday, 6 December 2021
<b>Key dates for implementation of the Scheme (if Intega Shareholders approve the Scheme by the Requisite Majorities at the Scheme Meeting)</b>	
<b>Second Court Hearing</b> To approve the Scheme.	9:15am (Sydney time) / 8:15am (Brisbane time) on Thursday, 9 December 2021
<b>Effective Date</b> This is the date on which the Court order approving the Scheme is lodged with ASIC and the Scheme becomes Effective and binding on Intega Shareholders. Intega Shares will be suspended from trading at the close of trading on the ASX on the Effective Date. If the Scheme proceeds, this will be the last day that Intega Shares will trade on the ASX.	Friday, 10 December 2021
<b>Scheme Record Date</b> Time and date for determining entitlements to the Scheme Consideration.	7:00pm (Sydney time) / 6:00pm (Brisbane Time) on Tuesday, 14 December 2021
<b>Scheme Implementation Date</b> Scheme Shareholders will be sent the Scheme Consideration to which they are entitled on the Scheme Implementation Date.	Friday, 17 December 2021

All dates and times after the date of the Scheme Meeting are indicative only and are subject to the Court approval process and the satisfaction or, where applicable, waiver of the Conditions Precedent to the implementation of the Scheme (see Section 6.3 for more information). All dates and times, unless otherwise indicated, refer to the date and time in Brisbane, Australia. Any changes to the above timetable will be announced to ASX and notified on Intega's website at [www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/).

# 1 Purpose of this Scheme Booklet

## What is the Scheme?

On 4 October 2021, the Intega Directors unanimously recommended that Intega Shareholders vote in favour of the Scheme at the Scheme Meeting to be held on Monday, 6 December 2021, in the absence of a Superior Proposal and subject to the Independent Expert concluding that the Scheme is in the best interests of Intega Shareholders. Under the Scheme, Kiwa Nominee will acquire all of the Intega Shares for \$0.90 cash per Intega Share. Each Intega Director continues to recommend that Intega Shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders.

The interests of the Intega Directors (including Mr Matthew Courtney, Managing Director and Chief Executive Officer of Intega) in Intega Shares and the Scheme are disclosed in Section 11. Intega Shareholders should have regard to these interests when considering the Intega Directors' unanimous recommendation in respect of the Scheme, which appears throughout this Scheme Booklet.<sup>3</sup>

The Scheme is a scheme of arrangement between Intega and the Scheme Shareholders for the transfer of all of the Intega Shares to Kiwa Nominee. If the Scheme is implemented:

- Kiwa Nominee will acquire all of the Intega Shares; and
- each Scheme Shareholder will be entitled to receive the Scheme Consideration from Kiwa, being \$0.90 for each Intega Share held by that Scheme Shareholder as at the Scheme Record Date.

## What is the purpose of this Scheme Booklet?

The purpose of this Scheme Booklet is to explain the terms of the proposed Scheme and provide you with information on the Scheme to assist you in your decision whether or not to vote in favour of the Scheme.

Voting on the Scheme will take place at the Scheme Meeting to be held at 10:00am (Brisbane time) / 11:00am (Sydney time) on Monday, 6 December 2021. Having regard to the uncertainty of, and potential health risks associated with large gatherings during, the COVID-19 pandemic, the Scheme Meeting will be held virtually (online only) through the Online Scheme Meeting Platform and there will not be a physical meeting that Intega Shareholders or duly appointed proxies, attorneys or corporate representatives of Intega Shareholders can attend in person. Intega Shareholders (and duly appointed proxies, attorneys or corporate representatives of Intega Shareholders) who participate in the Scheme Meeting through the Online Scheme Meeting Platform will be able to listen to the Scheme Meeting and cast a vote and ask questions online through the Online Scheme Meeting Platform.

You should read this Scheme Booklet in full before deciding how to vote. The Scheme has a number of advantages, disadvantages and risks which may affect Intega Shareholders in different ways depending on their individual circumstances. Intega Shareholders should seek professional advice on their particular circumstances, as appropriate.

<sup>3</sup> As at the date of this Scheme Booklet, Mr Matthew Courtney holds or Controls 191,097 Intega Shares (representing 0.05% of the Intega Shares on issue), Mr Jeffrey Forbes holds or Controls 148,619 Intega Shares (representing 0.04% of the Intega Shares on issue), and Mr Neville Buch and Mr Michael Alscher (both of whom are nominees of the Crescent Capital Partners Shareholders) and Mr Steven Sherman do not personally hold or Control any Intega Shares. See Section 11.6(b) for more information about Mr Buch's and Mr Alscher's roles with Crescent Capital Partners and their consequential interests in the Scheme.

In addition, if the Scheme becomes Effective, Mr Matthew Courtney will receive Incentive Security Cancellation Consideration of \$2,500,000 as consideration for the cancellation of his Intega Performance Rights and Intega Options (see Section 11.3 for more information). The other Intega Directors consider that, despite these arrangements and interests, it is important and appropriate for Mr Courtney to make a recommendation to Intega Shareholders in respect of the Scheme, given: (i) the importance of the Scheme and Mr Courtney's role as an Intega Director; (ii) Mr Courtney's knowledge of Intega and the industry in which it operates; and (iii) that, in their view, Intega Shareholders would likely want to know Mr Courtney's recommendation in respect of the Scheme. Mr Courtney also considers that, despite the arrangements and interests described above, it is appropriate for him to make a recommendation to Intega Shareholders in respect of the Scheme given the importance of the Scheme and his knowledge of Intega and the industry in which it operates.

## Reasons to vote in favour of the Scheme

✓	The Intega Board unanimously recommends that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders
✓	The Independent Expert has concluded that the Scheme is fair and reasonable and in the best interests of Intega Shareholders, in the absence of a superior proposal
✓	The Scheme has support from Intega's major shareholder group, the Crescent Capital Partners Shareholders (as described in more detail in Section 5.2(c))
✓	The Scheme Consideration of \$0.90 per Intega Share represents a significant premium to recent trading prices of Intega Shares
✓	The Scheme Consideration of \$0.90 per Intega Share exceeds the highest closing trading price of Intega Shares since Intega's ASX listing in October 2019 as part of its demerger from Cardno
✓	The all-cash Scheme Consideration delivers Intega's shareholders with certainty and immediate value for their Intega Shares
✓	The entry by Intega and Kiwa into the Scheme Implementation Deed is the result of a comprehensive competitive process undertaken as part of the Strategic Review and, since announcement of the entry by Intega and Kiwa into the Scheme Implementation Deed, no Superior Proposal has been received by the Intega Board (or has otherwise emerged) (and, for the reasons set out in Section 5.2(g), the Intega Directors believe that it is unlikely that a Superior Proposal will be received by the Intega Board (or will otherwise emerge) before the date on which the Scheme is currently expected to become Effective)
✓	If the Scheme is not implemented on or before 31 December 2021 as a result of the FIRB Condition Precedent not being satisfied (in the circumstances described in Section 5.2(h) below), Intega will become entitled to declare and pay the Conditional Permitted Special Dividend, which, if paid, will not reduce the Scheme Consideration of \$0.90 per Intega Share and, therefore, provides additional value to Intega Shareholders if the implementation of the Scheme is delayed in these circumstances
✓	If the Scheme does not proceed, and no comparable proposal to the Scheme or Superior Proposal is received by the Intega Board (or otherwise emerges), the Intega Share price may fall or trade at a price below the Scheme Consideration, at least in the immediate near-term
✓	No brokerage or stamp duty will be payable by you on the transfer of your Intega Shares to Kiwa Nominee under the Scheme

For more information about the reasons to vote in favour of the Scheme, please see Section 5.2 of this Scheme Booklet, which Intega Shareholders should read carefully and in its entirety.

### Reasons not to vote in favour of the Scheme

X

You may disagree with the Intega Directors' unanimous recommendation and the Independent Expert's conclusion and believe that the Scheme is not in your best interests

X

You may prefer to retain your Intega Shares and have the opportunity to participate in the future financial performance of Intega as a standalone, ASX-listed company

X

You may wish to maintain an investment in a publicly listed company with the specific characteristics of Intega in terms of industry, operations, profile, size and capital structure

X

The tax consequences of the Scheme may not suit your current financial position

X

You may believe that there is the potential for a Superior Proposal to be made in the foreseeable future (however, as at the date of this Scheme Booklet, no Superior Proposal has been received by the Intega Board (or has otherwise emerged) and, for the reasons set out in Section 5.2(g), the Intega Directors believe that it is unlikely that a Superior Proposal will be received by the Intega Board (or will otherwise emerge) before the date on which the Scheme is currently expected to become Effective)

For more information about the reasons to vote against the Scheme, please see Section 5.3 of this Scheme Booklet, which Intega Shareholders should read carefully and in its entirety.



## 2 Next steps and key actions for Intega Shareholders

### 2.1 Carefully read this Scheme Booklet

This Scheme Booklet is an important document and you should read it carefully and in its entirety (including the advantages, disadvantages and risks of the Scheme described in Section 5 and the Notice of Scheme Meeting) before making a decision on how to vote at the Scheme Meeting.

### 2.2 Vote on the Scheme

As an Intega Shareholder, you are entitled to vote on whether the Scheme should proceed at the Scheme Meeting.

Please refer to Section 3 of this Scheme Booklet and the Notice of Scheme Meeting at Attachment D for details on how to vote at the Scheme Meeting.

### 2.3 Seek further information

If you have any questions in relation to the Scheme, the number of Intega Shares you hold, or how to vote on the Scheme, please call the Intega Shareholder Information Line on 1300 161 432 (within Australia) or +61 3 9415 4063 (outside Australia), Monday to Friday between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time).

Please note that the Intega Shareholder Information Line cannot provide any financial, taxation or investment advice and cannot give an opinion on the merits of the Scheme. If you have any questions about your individual financial or taxation circumstances, please contact your financial, legal, taxation or other professional advisers.

### 2.4 Why you should vote on the Scheme

As an Intega Shareholder, you have a say in whether Kiwa Nominee will acquire all of the Intega Shares. This is your opportunity to play a role in deciding the future of Intega.

### 3 How to vote on the Scheme Resolution

#### Who is entitled to vote at the Scheme Meeting?

If you are registered on the Intega Share Register as an Intega Shareholder at 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021, then you will be entitled to vote on the Scheme Resolution at the Scheme Meeting.

Registrable transmission applications or transfers registered after this time will be disregarded for the purpose of determining entitlements to vote at the Scheme Meeting.

Voting is not compulsory.

#### Jointly held Intega Shares

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

#### Location and details of Scheme Meeting

The Scheme Meeting will be held at 10:00am (Brisbane time) / 11:00am (Sydney time) on Monday, 6 December 2021.

Having regard to the uncertainty of, and potential health risks associated with large gatherings during, the COVID-19 pandemic, the Scheme Meeting will be held virtually (online only) through the Online Scheme Meeting Platform and there will not be a physical meeting that Intega Shareholders or their duly appointed proxies, attorneys or corporate representatives can attend in person. Intega Shareholders who participate in the Scheme Meeting through the Online Scheme Meeting Platform will be able to listen to the Scheme Meeting and cast a vote and ask questions online through the Online Scheme Meeting Platform.

#### Notice of Scheme Meeting

A copy of the Notice of Scheme Meeting is set out in Attachment D to this Scheme Booklet.

Section 6.4(c) provides details of the Scheme Resolution and the Requisite Majorities that are required for the Scheme Resolution to be passed.

#### Voting at the Scheme Meeting

You may vote at the Scheme Meeting in either of the following ways:

- (a) by virtually attending the Scheme Meeting through the Online Scheme Meeting Platform (details of which are set out below); or
- (b) by appointing a proxy, attorney or, if you are a body corporate, a duly appointed corporate representative to virtually attend and vote at the Scheme Meeting on your behalf.

#### Participation in, and voting at, the Scheme Meeting through the Online Scheme Meeting Platform

You will be able to attend and vote at the Scheme Meeting through an online platform by using a web browser at <https://web.lumiagm.com/391330491> on your smartphone, tablet or computer (**Online Scheme Meeting Platform**). If you access the Online Scheme Meeting Platform by using a web browser, will need the latest versions of Chrome, Safari, Edge or Firefox. Please ensure your browser is compatible with the Online Scheme Meeting Platform.

When you access the Online Scheme Meeting Platform:

- (a) The **meeting ID** for the Scheme Meeting is: 391-330-491
- (b) Your **username** is your SRN/HIN.
- (c) Your **password** is the postcode of your registered address for your holding if you are an Australian Intega Shareholder. If you are a non-Australian Intega Shareholder, your password is your three-character country code.

Please refer to the online meeting user guide at [www.computershare.com.au/virtualmeetingguide](http://www.computershare.com.au/virtualmeetingguide) for further details about the Online Scheme Meeting Platform.

The Online Scheme Meeting Platform will allow Intega Shareholders and their duly appointed proxies, attorneys and corporate representatives to listen to the Scheme Meeting, cast an online vote and ask questions online.

Online voting will be open between the start of the Scheme Meeting and the closing of voting (as announced by the Chairman during the Scheme Meeting).

If you attend the online Scheme Meeting and vote in your capacity as an Intega Shareholder, any votes cast by your proxy or attorney (if any) will not be counted.

Please see the Notice of Scheme Meeting at set out in Attachment D to this Scheme Booklet for more information about how to participate in, and vote at, the Scheme Meeting.

## Voting by proxy

An Intega Shareholder entitled to participate in and vote at the Scheme Meeting may appoint a person to participate in and vote at the Scheme Meeting (through the Online Scheme Meeting Platform) as their proxy. If you are unable to attend the online Scheme Meeting, you are encouraged to appoint a proxy to attend the Scheme Meeting (through the Online Scheme Meeting Platform) and vote on your behalf.

You can direct your proxy to vote by following the instructions on the Scheme Meeting Proxy Form. You should consider how you wish your proxy to vote. That is, whether you want your proxy to vote 'for' or 'against', or abstain from voting on, the Scheme Resolution, or whether to leave the decision to the proxy after he or she has considered the matters discussed at the Scheme Meeting.

If you do not direct your proxy how to vote on the Scheme Resolution, the proxy may vote, or abstain from voting, as he or she thinks fit.

If you instruct your proxy to abstain from voting on an item of business, he or she is directed not to vote on your behalf, and the Intega Shares the subject of the proxy appointment will not be counted in computing the Requisite Majorities.

If the Chairman of the Scheme Meeting is appointed as your proxy (or is appointed as your proxy by default), he can be directed how to vote by ticking the relevant boxes next to the Scheme Resolution on the Scheme Meeting Proxy Form (i.e. 'for', 'against' or 'abstain').

The Chairman of the Scheme Meeting is required to cast all votes as directed. The Chairman of the Scheme Meeting intends to vote all undirected and other available proxies in favour of the Scheme Resolution, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders.

Any directed proxies that are not voted on a poll at the online Scheme Meeting by an Intega Shareholder's appointed proxy will automatically default to the Chairman of the Scheme Meeting, who is required to vote proxies as directed on a poll.

Completed Scheme Meeting Proxy Forms must be received by Intega or the Intega Share Registry by 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021 (or, if the Scheme Meeting is adjourned or postponed, no later than 48 hours before the scheduled resumption of the Scheme Meeting in relation to the resumed part of the Scheme Meeting). The completed Scheme Meeting Proxy Form may be submitted:

- (a) online to the Intega Share Registry by visiting the website, [www.investorvote.com.au](http://www.investorvote.com.au). You will need your Holder Identifier (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)), the control number and your 5 digit PIN. You will be taken to have signed the Scheme Meeting Proxy Form if you lodge in accordance with the instructions on the website;
- (b) in respect of hard copy Scheme Meeting Proxy Forms, by mail (using the reply paid envelope provided by the Intega Share Registry) to Intega Group Limited, c/ Computershare Investor Services Pty Limited, GPO Box 242, Melbourne VIC 3001, Australia; or
- (c) in respect of hard copy Scheme Meeting Proxy Forms, by fax to the Intega Share Registry on 1800 783 447 (within Australia) or +61 3 9473 2555.

Given the last date for lodgement of Scheme Meeting Proxy Forms falls on a Saturday, please ensure that any Scheme Meeting Proxy Form which you intend to lodge by post is received by close of business on Friday, 3 December 2021. Intega will accept valid Scheme Meeting Proxy Forms received by fax or lodged online before 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021.

Further Information about how you may vote by proxy and lodge a Scheme Meeting Proxy Form is contained in the Notice of Scheme Meeting set out in Attachment D to this Scheme Booklet.

## Lodging online

At [www.investorvote.com.au](http://www.investorvote.com.au)

Online by going to the Computershare website [www.investorvote.com.au](http://www.investorvote.com.au) and log in using the control number found on your Scheme Meeting Proxy Form, or scan the QR code on your proxy form with your mobile device and follow the instructions on the secure website to vote.

## Voting by corporate representative

A body corporate that is an Intega Shareholder, or that has been appointed as a proxy, must appoint an individual to act as its representative at the Scheme Meeting. If you are a body corporate, you can appoint a corporate representative to attend and vote at the online Scheme Meeting on your behalf. The appointment must comply with sections 250D and 253B of the Corporations Act.

To vote by corporate representative, a corporate representative must provide written evidence of their appointment by obtaining and completing an 'Appointment of Corporate Representative' form from the Intega Share Registry or online at [www.investorcentre.com/au](http://www.investorcentre.com/au) under the help tab, 'Printable Forms'. Corporate representative forms must be provided to the Intega Share Registry by no later than 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021. A corporate representative form may be submitted in the same manner as a completed Scheme Meeting Proxy Form, as described above.

If a certificate is completed by an individual or corporation under power of attorney or other authority, the power of attorney or other authority, or a certified copy of the power of attorney or other authority, must accompany the completed certificate unless the power of attorney or other authority has previously been received by the Intega Share Registry.

A validly appointed corporate representative wishing to attend and vote at the online Scheme Meeting will require the name, Holder Identifier (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) and postcode of the body corporate that appointed it in order to access the Online Scheme Meeting Platform.

### Voting by attorney

You may appoint an attorney to participate in and vote at the meeting on your behalf. Your attorney need not be another Intega Shareholder. Each attorney will have the right to vote on the poll and also to speak at the Scheme Meeting.

The power of attorney appointing your attorney to participate in and vote at the meeting must be duly executed by you and specify your name, the company (that is, Intega), and the attorney, and also specify the meeting(s) at which the appointment may be used. The appointment may be a standing one.

Certified copies of powers of attorney must be received by the Intega Share Registry by no later than 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021. A certified copy of a power of attorney may be submitted in the same manner as a completed Scheme Meeting Proxy Form, as described above.

A validly appointed attorney wishing to attend and vote at the online Scheme Meeting will require the name, Holder Identifier (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) and postcode of the Intega Shareholder that appointed it in order to access the Online Scheme Meeting Platform.

### Questions about voting at the Scheme Meeting

Intega Shareholders should contact the Intega Share Registry on 1800 783 447 (within Australia) or +61 3 9473 2555, Monday to Friday, between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time) with any queries regarding the number of Intega Shares held, how to vote at the Scheme Meeting, or how to vote by proxy.

### Changes to the current arrangement

Due to the constantly evolving response to COVID-19 pandemic and potentially unforeseen circumstances, Intega may be required to make changes to the arrangements for the Scheme Meeting. If there are any updates, Intega will ensure that Intega Shareholders are given as much notice as possible. Further information will also be made available on Intega's website at [www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/).



## 4 Frequently asked questions

This Section answers some frequently asked questions about the Scheme. It is not intended to address all relevant issues for Intega Shareholders. This Section should be read together with all other parts of this Scheme Booklet.

Question	Answer	Relevant Section(s) of this Scheme Booklet
<b>Background to, and overview of, the Scheme and the Scheme Consideration</b>		
<b>Why have I received this Scheme Booklet?</b>	<p>This Scheme Booklet has been sent to you because you are an Intega Shareholder and Intega Shareholders are being asked to vote on the Scheme which, if approved, will result in Kiwa Nominee acquiring all Intega Shares for \$0.90 cash per Intega Share.</p> <p>This Scheme Booklet is intended to help you to decide how to vote on the Scheme Resolution, which needs to be passed by the Requisite Majorities at the Scheme Meeting to allow the Scheme to proceed.</p>	Section 1
<b>What is the Scheme?</b>	<p>The Scheme is a scheme of arrangement between Intega and Intega Shareholders under which, if the Scheme Resolution is passed by the Requisite Majorities at the Scheme Meeting and all other Conditions Precedent to the Scheme becoming Effective are satisfied (or, if applicable waived), will result in:</p> <ul style="list-style-type: none"> <li>• Kiwa Nominee acquiring all of the Intega Shares; and</li> <li>• each Scheme Shareholder receiving the Scheme Consideration from Kiwa, being \$0.90 for each Intega Share held by that Scheme Shareholder as at the Scheme Record Date.</li> </ul> <p>A scheme of arrangement is a statutory procedure that is commonly used in transactions which may result in a change of ownership or control of a company.</p>	Section 6
<b>What is the Scheme Consideration?</b>	<p>If the Scheme is implemented, Intega Shareholders will receive the Scheme Consideration from Kiwa, being \$0.90 for each Intega Share held by an Intega Shareholder as at the Scheme Record Date.</p>	Section 6.2
<b>What premium does the Scheme Consideration represent?</b>	<p>The Scheme Consideration of \$0.90 per Intega Share represents a significant premium to recent trading prices of Intega Shares, including:</p> <ul style="list-style-type: none"> <li>• a 95% premium to the closing Intega Share price of \$0.46 on 8 June 2021, being the last trading day before the announcement of the Strategic Review;</li> <li>• a 99% premium to one-month VWAP of Intega Shares of \$0.45 up to (and including) 8 June 2021, being last trading day before the announcement of the Strategic Review and a 61% premium to the one-month VWAP of Intega Shares up to the last trading day before Intega announced that it and Kiwa had entered into the Scheme Implementation Deed; and</li> <li>• a 134% premium to three-month VWAP of Intega Shares of \$0.38 up to (and including) 8 June 2021, being the last trading day before the announcement of the Strategic Review.</li> </ul>	Sections 5.2(d) and 5.2(e)
<b>When will I receive the Scheme Consideration?</b>	<p>If all Conditions Precedent to the Scheme are satisfied (or, if applicable, waived), Intega Shareholders registered on the Intega Share Register as at the Scheme Record Date will be sent the Scheme Consideration on the Scheme Implementation Date, which, as at the date of this Scheme Booklet, is expected to be Friday, 17 December 2021.</p>	Section 6.4(h)

Question	Answer	Relevant Section(s) of this Scheme Booklet
<b>Voting recommendations and considerations relevant to an Intega Shareholder's vote</b>		
<b>What is the recommendation of the Intega Directors in relation to the Scheme?</b>	<p>The Intega Directors unanimously recommend that Intega Shareholders vote in favour of the Scheme Resolution at the Scheme Meeting, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders.</p> <p>The interests of the Intega Directors (including Mr Matthew Courtney, Managing Director and Chief Executive Officer of Intega) in Intega Shares and the Scheme are disclosed in Section 11. Intega Shareholders should have regard to these interests when considering the Intega Directors' unanimous recommendation in respect of the Scheme, which appears throughout this Scheme Booklet.<sup>4</sup></p> <p>In considering whether to vote in favour of the Scheme, the Intega Directors encourage you to:</p> <ul style="list-style-type: none"> <li>carefully read this Scheme Booklet (including the Independent Expert's Report) in its entirety;</li> <li>have regard to your individual risk profile, portfolio strategy, tax position and financial circumstances; and</li> <li>obtain advice from your legal, financial, tax or other professional advisers on the effect of the Scheme becoming Effective.</li> </ul>	Section 5.1
<b>How do the Intega Directors intend to vote?</b>	<p>Each Intega Director who holds Intega Shares intends to vote, or cause to be voted, all Intega Shares that he holds or Controls in favour of the Scheme Resolution, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders.</p> <p>The number of Intega Shares in which an Intega Director has a Relevant Interest as at the date of this Scheme Booklet is set out in Section 11.1.</p>	Section 5.1
<b>How do the Crescent Capital Partners Shareholders intend to vote on the Scheme?</b>	<p>As at the date of this Scheme Booklet, the Crescent Capital Partners Shareholders together hold 217,946,359 Intega Shares (representing 52.10% of the Intega Shares on issue). The Crescent Capital Partners Shareholders have notified the Intega Board in writing that they intend to vote all Intega Shares held by them in favour of the Scheme, in the absence of a superior proposal.</p> <p>The Crescent Capital Partners Shareholders have consented to the inclusion of the statement above in this Scheme Booklet.</p>	Section 5.2(c)

<sup>4</sup> As at the date of this Scheme Booklet, Mr Matthew Courtney holds or Controls 191,097 Intega Shares (representing 0.05% of the Intega Shares on issue), Mr Jeffrey Forbes holds or Controls 148,619 Intega Shares (representing 0.04% of the Intega Shares on issue), and Mr Neville Buch and Mr Michael Alscher (both of whom are nominees of the Crescent Capital Partners Shareholders) and Mr Steven Sherman do not personally hold or Control any Intega Shares. See Section 11.6(b) for more information about Mr Buch's and Mr Alscher's roles with Crescent Capital Partners and their consequential interests in the Scheme.

In addition, if the Scheme becomes Effective, Mr Matthew Courtney will receive Incentive Security Cancellation Consideration of \$2,500,000 as consideration for the cancellation of his Intega Performance Rights and Intega Options (see Section 11.3 for more information). The other Intega Directors consider that, despite these arrangements and interests, it is important and appropriate for Mr Courtney to make a recommendation to Intega Shareholders in respect of the Scheme, given: (i) the importance of the Scheme and Mr Courtney's role as an Intega Director; (ii) Mr Courtney's knowledge of Intega and the industry in which it operates; and (iii) that, in their view, Intega Shareholders would likely want to know Mr Courtney's recommendation in respect of the Scheme. Mr Courtney also considers that, despite the arrangements and interests described above, it is appropriate for him to make a recommendation to Intega Shareholders in respect of the Scheme given the importance of the Scheme and his knowledge of Intega and the industry in which it operates.

Question	Answer	Relevant Section(s) of this Scheme Booklet
<b>What is the Independent Expert's opinion of the Scheme?</b>	<p>The Independent Expert concluded in the Independent Expert's Report that the Scheme is fair and reasonable and in the best interests of Intega Shareholders, in the absence of a superior proposal.</p> <p>The Independent Expert has assessed the value of Intega Shares (on a 100% controlling interest basis) to be in the range of \$0.80 to \$0.90 per Intega Share.</p> <p>The Intega Directors recommend that you read the Independent Expert's Report (or any update or variation to that report) carefully and in its entirety. A copy of the Independent Expert's Report is set out at Attachment A to this Scheme Booklet.</p>	<p>Section 5.2(b)</p> <p>Independent Expert's Report at Attachment A</p>
<b>What if the Independent Expert changes its conclusion in respect of the Scheme?</b>	<p>If the Independent Expert changes its conclusion in respect of the Scheme, this will be announced to ASX and the Intega Directors will carefully consider the Independent Expert's revised conclusion and advise Intega Shareholders of their recommendation in respect of the Scheme.</p> <p>As noted in Section 6.3, it is a Condition Precedent to the Scheme becoming Effective that the Independent Expert does not change its conclusion that the Scheme is in the best interests of Intega Shareholders or withdraw the Independent Expert's Report (or any update or variation of that report). This Condition Precedent is for the benefit of Intega only and, if it were to not be satisfied (and Intega did not waive it), Intega would (unless Intega and Kiwa agree on an alternative course of action during a mandatory consultation period) be entitled to terminate the Scheme Implementation Deed (in which case, the Scheme would not proceed and the Break Fee would not be payable to Kiwa by Intega).</p>	<p>Section 6.3</p>
<b>What are the key reasons to vote in favour of the Scheme?</b>	<p>Reasons why you may consider voting in favour of the Scheme include:</p> <ul style="list-style-type: none"> <li>the Intega Board unanimously recommends that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders;</li> <li>the Independent Expert has concluded in the Independent Expert's Report that the Scheme is fair and reasonable and in the best interests of Intega Shareholders, in the absence of a superior proposal;</li> <li>the Scheme has support from Intega's major shareholder group, the Crescent Capital Partners Shareholders (as described in more detail in Section 5.2(c) below);</li> <li>the Scheme Consideration of \$0.90 per Intega Share represents a significant premium to recent trading prices of Intega Shares;</li> <li>the Scheme Consideration of \$0.90 per Intega Share exceeds the highest closing trading price of Intega Shares since Intega's ASX listing in October 2019 as part of its demerger from Cardno;</li> <li>the all-cash Scheme Consideration delivers Intega Shareholders with certainty and immediate value for their Intega Shares;</li> <li>the entry by Intega and Kiwa into the Scheme Implementation Deed is the result of a comprehensive competitive process undertaken as part of the Strategic Review and, since announcement of the entry by Intega and Kiwa into the Scheme Implementation Deed, no Superior Proposal has been received by the Intega Board (or has otherwise emerged) (and, for the reasons set out in Section 5.2(g), the Intega Directors believe that it is unlikely that a Superior Proposal will be received by the Intega Board (or will otherwise emerge) before the date on which the Scheme is currently expected to become Effective);</li> </ul>	<p>Section 5.2</p>

Question	Answer	Relevant Section(s) of this Scheme Booklet
	<ul style="list-style-type: none"> <li>• if the Scheme is not implemented on or before 31 December 2021 as a result of the FIRB Condition Precedent not being satisfied (in the circumstances described in Section 5.2(h) below), Intega will become entitled to declare and pay the Conditional Permitted Special Dividend, which, if paid, will not reduce the Scheme Consideration of \$0.90 per Intega Share and, therefore, provides additional value to Intega Shareholders if the implementation of the Scheme is delayed in these circumstances;</li> <li>• if the Scheme does not proceed, and no comparable proposal to the Scheme or Superior Proposal is received by the Intega Board (or otherwise emerges), the Intega Share price may fall or trade at a price below the Scheme Consideration, at least in the immediate near-term; and</li> <li>• no brokerage or stamp duty will be payable by you on the transfer of your Intega Shares to Kiwa Nominee under the Scheme.</li> </ul> <p>These reasons are described in more detail in Section 5.2.</p>	
<p><b>What are the key reasons to vote against the Scheme?</b></p>	<p>The key reasons why you may consider voting against the Scheme include:</p> <ul style="list-style-type: none"> <li>• you may disagree with the Intega Directors' unanimous recommendation and the Independent Expert's conclusion in the Independent Expert's Report that the Scheme is fair and reasonable and in the best interests of Intega Shareholders, in the absence of a Superior Proposal, and believe that the Scheme is not in your best interests;</li> <li>• you may prefer to retain your Intega Shares and have the opportunity to participate in the future financial performance of Intega as a standalone, ASX-listed company;</li> <li>• you may wish to maintain an investment in a publicly listed company with the specific characteristics of Intega in terms of industry, operations, profile, size and capital structure;</li> <li>• the tax consequences of the Scheme may not suit your current financial position; and</li> <li>• you may believe that there is potential for a Superior Proposal to be made in the foreseeable future (however, as at the date of this Scheme Booklet, no Superior Proposal has been received by the Intega Board (or has otherwise emerged) For the reasons set out in Section 5.2(g), the Intega Directors believe that it is unlikely that a Superior Proposal will be received by the Intega Board (or will otherwise emerge) before the date on which the Scheme is currently expected to become Effective).</li> </ul> <p>These reasons are described in more detail in Section 5.3.</p>	<p>Section 5.3</p>
<p><b>Are there any other considerations relevant to my vote on the Scheme?</b></p>	<p>In addition to the factors that the Intega Directors have taken into account in recommending the Scheme to Intega Shareholders or which may lead Intega Shareholders to vote against the Scheme, as described above, the other key considerations that the Intega Board considers may be relevant to an Intega Shareholder's decision on how to vote on the Scheme Resolution are:</p> <ul style="list-style-type: none"> <li>• even if you do not vote on, or vote against, the Scheme Resolution at the Scheme Meeting, the Scheme may still be implemented if the Scheme Resolution is approved by the Requisite Majorities of Intega Shareholders and, subsequently, the Court;</li> <li>• the Scheme is subject to a number of Conditions Precedent. If these Conditions Precedent are not satisfied (or, if applicable, waived), the Scheme will not proceed, even if it is approved by the Requisite Majorities of Intega Shareholders at the Scheme Meeting; and</li> <li>• there are risks for Intega Shareholders if the Scheme becomes, or does not become, Effective (see Section 9).</li> </ul>	<p>Section 5.4</p>

Question	Answer	Relevant Section(s) of this Scheme Booklet
<b>Scheme implementation and process</b>		
<b>What are the key steps required to implement the Scheme?</b>	<p>The key remaining steps to implement the Scheme are:</p> <ul style="list-style-type: none"> <li>• approval of the Scheme Resolution by Intega Shareholders at the Scheme Meeting;</li> <li>• the satisfaction (or, if applicable, waiver) of the remaining Conditions Precedent (as described below);</li> <li>• Court approval of the Scheme at the Second Court Hearing; and</li> <li>• lodgement of the Court order with ASIC, which will cause the Scheme to become Effective.</li> </ul> <p>Following lodgement of the Court order with ASIC, the Scheme will become Effective and will be implemented. If the Scheme is implemented:</p> <ul style="list-style-type: none"> <li>• Intega Shareholders will receive the Scheme Consideration of \$0.90 in cash for each Intega Share held by an Intega Shareholder as at the Scheme Record Date; and</li> <li>• all Intega Shares will be transferred to Kiwa Nominee.</li> </ul> <p>Section 6 contains further details of the Scheme, including a description of the Requisite Majorities required for the Scheme Resolution to be passed and other Conditions Precedent that must be satisfied (or, if applicable, waived) for the Scheme to proceed.</p>	Section 6
<b>Is the Scheme subject to any conditions?</b>	<p>For the Scheme to become Effective and implemented, a number of Conditions Precedent must be satisfied (or, if applicable, waived). These Conditions Precedent are summarised in Section 6.3 and are set out in full in clause 3.1 of the Scheme Implementation Deed.</p> <p>The Scheme will not proceed unless all the Conditions Precedent are satisfied (or, if applicable, waived) in accordance with the Scheme and the Scheme Implementation Deed.</p> <p>As at the date of this Scheme Booklet, the Intega Directors are not aware of any circumstances which would cause any Condition Precedent not to be satisfied.</p>	Section 6.3
<b>Are there any regulatory approvals required for the Scheme to become Effective?</b>	<p>Yes, the Scheme is subject to the Regulatory Conditions Precedent.</p> <p>It is a Condition Precedent to the Scheme becoming Effective that Kiwa has received written notice by or on behalf of the Treasurer advising that the Commonwealth Government has no objections to the Scheme (or the Treasurer ceases to become entitled to make an order prohibiting the implementation of the Scheme under the FATA) – this is commonly known as “FIRB approval”. As at the date of this Scheme Booklet, the FIRB Condition Precedent remains outstanding.</p> <p>As at the date of this Scheme Booklet, the Treasurer has not yet provided notice that the Commonwealth Government has no objection to the Scheme under the FATA.</p> <p>While, as at the date of this Scheme Booklet, Intega is not aware of any circumstances which would cause the FIRB Condition Precedent to not be satisfied, it is possible that the requirement for FIRB approval for the Scheme to proceed may be delayed and that this may result in a delay to the date of the Scheme Meeting and/or implementation of the Scheme.</p> <p>It is also Condition Precedent to the Scheme becoming Effective that the waiting period applicable to the Scheme under the HSR Act has expired or been terminated. This waiting period allows the DOJ and FTC, the two US federal agencies charged with competition/antitrust enforcement, time to review the Transaction and determine whether it raises any anti-competitive concerns. The Scheme is not conditional on any other regulatory approvals (other than the approval of the Court (see Section 6.3(b))).</p>	Sections 6.3 and 11.10

Question	Answer	Relevant Section(s) of this Scheme Booklet
<b>Can the Scheme Implementation Deed or the Scheme be terminated?</b>	The Scheme Implementation Deed may be terminated in certain circumstances, details of which are summarised in Section 11.9. If the Scheme Implementation Deed is terminated, the Scheme will not proceed.	Section 11.9
<b>What happens if the Conditions Precedent are not satisfied or the Scheme Implementation Deed is terminated?</b>	<p>If the Conditions Precedent are not satisfied or, if applicable, waived or the Scheme Implementation Deed is terminated, then the Scheme will not be implemented and, as set out in Section 9.4(a):</p> <ul style="list-style-type: none"> <li>each Intega Shareholder will retain their Intega Shares and none of the Intega Shares will be acquired by Kiwa Nominee;</li> <li>you will not receive the Scheme Consideration;</li> <li>Intega will, if an alternative or competing proposal (including a Superior Proposal) is not implemented, continue to operate as a stand-alone, ASX-listed company and, as such, Intega Shareholders will be exposed to the risks relating to Intega's business; and</li> <li>if the Scheme does not proceed, and no comparable proposal to the Scheme or Superior Proposal is received by the Intega Board (or otherwise emerges), then the Intega Share price may fall or trade at a price below the Scheme Consideration of \$0.90 per Intega Share, at least in the immediate near-term.</li> </ul>	Section 9.4(a)
<b>Which Intega Shareholders are eligible to participate in the Scheme and what will they receive if the Scheme is implemented?</b>	All Intega Shareholders registered on the Intega Share Register as the holders of Intega Shares at the Scheme Record Date will be Scheme Shareholders and, therefore, will participate in the Scheme and receive the Scheme Consideration of \$0.90 for each Intega Share held on the Scheme Record Date.	Section 6.4(g)
<b>Will I have to pay brokerage fees or stamp duty?</b>	No brokerage fees or stamp duty will be payable by Intega Shareholders on the transfer of Intega Shares to the Kiwa Nominee under the Scheme.	Section 5.2(j)
<b>When will the Scheme become Effective?</b>	The Scheme will become Effective on the date on which the Court order approving the Scheme is lodged with ASIC. The Scheme is currently expected to become Effective on Friday, 10 December 2021.	Section 6.4(e)
<b>What happens on the Scheme Implementation Date?</b>	<p>If the Scheme becomes Effective, on the Scheme Implementation Date:</p> <ul style="list-style-type: none"> <li>Intega Shareholders will be sent the Scheme Consideration of \$0.90 in cash for each Intega Share held by an Intega Shareholder as at the Scheme Record Date (see Section 6.4(h) for more information about how those payments will be made); and</li> <li>all Intega Shares will be transferred to Kiwa Nominee.</li> </ul> <p>The Scheme Implementation Date is currently expected to be Friday, 17 December 2021.</p>	Section 6.4(h)
<b>Do I have to give any warranties in relation to my Scheme Shares?</b>	<p>Yes. Each Scheme Shareholder will be deemed to have warranted to Kiwa Nominee that:</p> <ul style="list-style-type: none"> <li>all of their Scheme Shares will, at the date of transfer to Kiwa Nominee under the Scheme, be fully paid and free from all encumbrances of any kind; and</li> <li>that they have full power and capacity to sell and transfer their Scheme Shares (together with all rights and entitlements attaching to such shares) to Kiwa Nominee.</li> </ul>	Section 6.8
<b>If the Scheme is implemented, can I keep my Intega Shares?</b>	No. If the Scheme is implemented, any Intega Shares that you held on the Scheme Record Date will be transferred to Kiwa Nominee and you will receive the Scheme Consideration in respect of those Intega Shares (even if you did not vote on, or you voted against, the Scheme Resolution at the Scheme Meeting).	Sections 6 and 9.4(d)



Question	Answer	Relevant Section(s) of this Scheme Booklet
<b>What will happen if a Competing Proposal emerges?</b>	<p>If a Competing Proposal is received, the Intega Board will carefully consider it.</p> <p>Intega Shareholders should note that Intega has agreed to certain exclusivity restrictions in favour of Kiwa under the Scheme Implementation Deed, which apply to, among other things, Competing Proposals – these restrictions are summarised in Section 11.9(d). Under the Scheme Implementation Deed, subject to the Fiduciary Exception, Intega must notify Kiwa promptly and, in any event, within 48 hours after Intega becomes aware of any Competing Proposal (see Section 11.9(d) (iv) for more information) and, in certain circumstances, the matching right process in favour of Kiwa summarised in Section 11.9(d)(vi) will apply.</p>	Section 11.9(d)
<b>Is there a break fee payable by Intega under the Scheme Implementation Deed?</b>	Under the Scheme Implementation Deed, Intega must pay to Kiwa the Break Fee (which is an amount equal to 1% of the aggregate Scheme Consideration payable for all of the Scheme Shares under the Scheme (which is approximately \$3.76 million)) if certain events occur. These events (and other key terms of the Break Fee provisions in the Scheme Implementation Deed) are summarised in Section 11.9(e).	Section 11.9(e)
<b>Scheme Meeting and voting on the Scheme</b>		
<b>When and where will the Scheme Meeting be held?</b>	<p>The Scheme Meeting will be held at 10:00am (Brisbane time) / 11:00am (Sydney time) on Monday, 6 December 2021.</p> <p>Having regard to the uncertainty of, and potential health risks associated with large gatherings during, the COVID-19 pandemic, the Scheme Meeting will be held virtually (online only) through the Online Scheme Meeting Platform and there will not be a physical meeting that Intega Shareholders or duly appointed proxies, attorneys or corporate representatives of Intega Shareholders can attend in person.</p> <p>Intega Shareholders (and duly appointed proxies, attorneys or corporate representatives of Intega Shareholders) who participate in the Scheme Meeting through the Online Scheme Meeting Platform will be able to listen to the Scheme Meeting and cast a vote and ask questions online through the Online Scheme Meeting Platform.</p> <p>Full details of how to access the Online Scheme Meeting Platform are set out in Section 3.</p>	<p>Sections 3 and 6.4(c)</p> <p>Notice of Scheme Meeting at Attachment D</p>
<b>What am I being asked to vote on at the Scheme Meeting?</b>	<p>Intega Shareholders will be asked at the Scheme Meeting to vote on the Scheme Resolution to approve the Scheme.</p> <p>The Scheme Resolution is set out in the Notice of Scheme Meeting in Attachment D.</p>	<p>Section 6.4(c)</p> <p>Notice of Scheme Meeting at Attachment D</p>
<b>What are the voting thresholds required to approve the Scheme?</b>	<p>For the Scheme to proceed, votes “in favour of” the Scheme Resolution at the Scheme Meeting must be received from the Requisite Majorities of Intega Shareholders. The Requisite Majorities for the Scheme Resolution are the resolution being passed by:</p> <ul style="list-style-type: none"> <li>a majority in number (more than 50%) of eligible Intega Shareholders who are present and voting at the Scheme Meeting (either in person or by proxy, attorney or, in the case of a corporation, its duly appointed corporate representative), unless the Court orders otherwise; and</li> <li>at least 75% of the total number of votes cast on the Scheme Resolution by eligible Intega Shareholders.</li> </ul>	<p>Section 6.4(c)(i)</p> <p>Notice of Scheme Meeting at Attachment D</p>

Question	Answer	Relevant Section(s) of this Scheme Booklet
<b>Who can vote at the Meetings?</b>	Intega Shareholders who are registered on the Intega Share Register at 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021 are entitled to vote at the Scheme Meeting.	Sections 3 and 6.4(c)  Notice of Scheme Meeting at Attachment D
<b>How do I vote at the Scheme Meeting?</b>	<p>You may vote at the Scheme Meeting in either of the following ways:</p> <ul style="list-style-type: none"> <li>by virtually attending the Scheme Meeting through the Online Scheme Meeting Platform; or</li> <li>by appointing a proxy, attorney or, if you are a body corporate, a duly appointed corporate representative to virtually attend and vote at the Scheme Meeting on your behalf.</li> </ul> <p>Full details of how to vote at the Scheme Meeting, the Online Scheme Meeting Platform (and how to access it) and how to lodge a Scheme Meeting Proxy Form, corporate representative appointment or power of attorney are set out in the Section 3.</p>	Section 3  Notice of Scheme Meeting at Attachment D
<b>Is voting at the Scheme Meeting compulsory?</b>	Voting is not compulsory. However, the Scheme will only be successful if the Scheme Resolution is approved by the Requisite Majorities of Intega Shareholders, so voting is important, and the Intega Directors encourage you to vote.	Sections 6.3 and 6.4(c)
<b>What if I do not vote at the Scheme Meeting or do not vote in favour of the Scheme Resolution?</b>	<p>If Intega Shareholders who support the Scheme do not vote at the Scheme Meeting, there is a risk that the Scheme Resolution will not be approved by the Requisite Majorities of Intega Shareholders and, therefore, will not be implemented.</p> <p>If you do not vote or vote against the Scheme Resolution, but the Scheme Resolution is nonetheless approved by the Requisite Majorities of Intega Shareholders, then, subject to the other Conditions Precedent to the Scheme (including Court approval at the Second Court Hearing) being satisfied (or, if applicable, waived):</p> <ul style="list-style-type: none"> <li>the Scheme will be implemented and binding on all Intega Shareholders (who are Scheme Shareholders), including any such Intega Shareholders who did not vote on, or voted against, the Scheme Resolution; and</li> <li>any Intega Shares held by Intega Shareholders who did not vote on, or voted against, the Scheme Resolution on the Scheme Record Date will be transferred to Kiwa Nominee and those Intega Shareholders will be sent the Scheme Consideration (together with all other Intega Shareholders).</li> </ul>	Section 5.4(a)
<b>When will the results of the Scheme Meeting be known?</b>	The results of the Scheme Meeting will be available shortly after the conclusion of the Scheme Meeting and will be announced to ASX once available.	Section 6.4(c)(iii)

Question	Answer	Relevant Section(s) of this Scheme Booklet
<b>Information about Kiwa, Kiwa Nominee and the Kiwa Group</b>		
<b>Who is Kiwa, Kiwa Nominee and the Kiwa Group?</b>	<p>Kiwa is a Netherlands headquartered company with a leading presence in the TIC sector, with approximately 5,500 employees spread across 150 offices in 35 countries, mainly in Europe, Asia and Latin America. An international leader in the TIC sector, Kiwa has expertise in areas such as building materials, oil, gas &amp; chemicals, management systems, transport &amp; mobility, retail, agri-food and utilities, and is a Global Board member of the international TIC Council.</p> <p>Kiwa is a wholly owned subsidiary of Castoro, controlled by SHV (with Kiwa management holding a minority stake in Kiwa via Castoro). SHV is a Netherlands and Bonaire based private company, active in various industries and sectors, including TIC (Kiwa/Castoro), energy distribution (SHV Energy), food cash and carry (Makro), heavy lifting and transport (Mammoet), industrial services (Eriks), animal nutrition and aquafeed (Nutreco) and private equity investments (NPM Capital). SHV employs more than 51,500 people generating annual revenue in excess of EUR 16bn and operating in over 60 countries. Further information about SHV can be found at its website: <a href="http://www.SHV.nl">http://www.SHV.nl</a>.</p> <p>Kiwa Nominee is a wholly-owned subsidiary of Kiwa Australia 1 Pty Ltd, which in turn is a wholly-owned subsidiary of Kiwa. Kiwa Nominee will acquire (under the Scheme) and will hold (following implementation of the Scheme) all of the Intega Shares.</p> <p>See Section 8.2 for more information.</p>	Section 8.2
<b>What are Kiwa's intentions for Intega if the Scheme is implemented?</b>	<p>If the Scheme is implemented, Kiwa intends to undertake a detailed review of Intega's operations covering strategic, financial and commercial operating matters to determine the optimum manner of operating and managing the business. Final decisions about any major changes to the future commercial operating plan and management organisation for Intega will be made by Kiwa following the completion of the post-acquisition review described above, and will be based on all material facts and circumstances at the relevant time.</p> <p>Kiwa's current intentions are as follows:</p> <ul style="list-style-type: none"> <li>• <b>Operations:</b> Kiwa intends to integrate Intega as a standalone operating entity within the Kiwa organisation with a view to supporting Intega's existing business to achieve strategic and commercial synergies in complementary markets.</li> <li>• <b>Delisting of Intega:</b> If the Scheme is implemented, Kiwa will procure that Intega applies to the ASX for Intega to be removed from the Official List after implementation of the Scheme.</li> <li>• <b>Board of directors:</b> If the Scheme is implemented, Kiwa will replace the members of the Intega Board and its subsidiaries with nominees of Kiwa (who, as at the date of this Scheme Booklet, are yet to be identified).</li> <li>• <b>Management and employees:</b> Kiwa intends to operate Intega as a generally standalone entity and therefore proposes to generally continue Intega's current organisational structure while focussing on commercial synergies and accelerated growth.</li> <li>• <b>Head Office:</b> If the Scheme is implemented, it is currently intended that Intega's head office will remain in Newstead, Queensland.</li> </ul> <p>See Section 8.7 for more information.</p>	Section 8.7

Question	Answer	Relevant Section(s) of this Scheme Booklet
<p><b>How is Kiwa funding the Scheme Consideration?</b></p>	<p>Kiwa has received the Equity Commitment from SHV for \$375.8 million to ensure that Kiwa has sufficient capacity to fund payment of the aggregate Scheme Consideration. The Equity Commitment is unconditional and remains in force until the Scheme Consideration is paid in full (unless the Scheme Implementation Deed is terminated and the Scheme does not proceed).</p> <p>As of 11 March 2021, SHV had net assets of approximately \$20 billion and available cash and short-term deposits of approximately \$1.9 billion. The Equity Commitment will be funded from such cash and short-term deposits which have been made available by SHV for the purposes of the Kiwa making payment of the Scheme Consideration.</p> <p>The remaining portion of the aggregate Scheme Consideration that is not covered by the Equity Commitment (being \$685,867) will be funded from the existing cash reserves of Kiwa as at the date of this Scheme Booklet, which Kiwa will ensure are available to it (on an unconditional basis) when its obligations to fund the Scheme Consideration become due and payable under the terms of the Scheme.</p> <p>See Section 8.6 for more information.</p>	<p>Section 8.6</p>
<b>Risks</b>		
<p><b>What are the risks associated with the Scheme?</b></p>	<p>The key risks relating to the Scheme are:</p> <ul style="list-style-type: none"> <li>• if the Scheme is not implemented, Intega Shareholders will not receive the Scheme Consideration and, if no comparable proposal to the Scheme or Superior Proposal is received by the Intega Board (or otherwise emerges), Intega will continue to operate as a standalone, ASX-listed entity. Unless Intega Shareholders choose to sell their Intega Shares on the ASX, Intega Shareholders will continue to hold Intega Shares and will be exposed to both risks (including those set out Section 9.2) and potential future benefits in retaining exposure to Intega's business and assets;</li> <li>• each of Intega and Kiwa has the right to terminate the Scheme Implementation Deed in certain circumstances, in which case the Scheme will not proceed. If, for any reason, all of the Conditions Precedent are not satisfied (or, if applicable, waived) and the Scheme does not proceed, or otherwise if the Scheme Implementation Deed is terminated, unless Intega Shareholders choose to sell their Intega Shares on the ASX, Intega Shareholders will continue to hold Intega Shares;</li> <li>• if the Scheme becomes Effective, there will be tax consequences for Scheme Shareholders, which may include tax being payable. For further information regarding general Australian tax consequences of the Scheme for Intega Shareholders, see to Section 10 of this Scheme Booklet; and</li> <li>• if the Scheme is implemented, you will no longer be an Intega Shareholder and will forgo any future benefits that may result from being an Intega Shareholder. In particular, if the Scheme is implemented, you will not be able to participate in the future financial and share price performance of Intega, retain any exposure to Intega's business or assets or have the opportunity to share in any value that could be generated by Intega in the future.</li> </ul>	<p>Section 9.4</p>

Question	Answer	Relevant Section(s) of this Scheme Booklet
<b>What are the risks of an ongoing investment in Intega if the Scheme is not implemented?</b>	<p>There are a number of general risks, as well as risks specific to Intega and/or the industries in which it operates, which could materially adversely affect the future operating and financial performance of Intega, as well as the value of Intega and the potential for any future dividends to be declared and paid by Intega. Section 9 outlines:</p> <ul style="list-style-type: none"> <li>• general investment risks (refer to Section 9.2); and</li> <li>• specific risks associated with your current investment in Intega (refer to Section 9.3).</li> </ul> <p>However, Section 9 is a summary only. There may be additional risks and uncertainties not currently known to Intega which may also have a material adverse effect on Intega's financial and operational performance now or in the future.</p>	Section 9
<b>Conditional Permitted Special Dividend</b>		
<b>What is the Conditional Permitted Special Dividend?</b>	<p>If the Scheme is not implemented on or before 31 December 2021 as a result of the FIRB Condition Precedent not being satisfied (other than as a result of delays in providing FIRB with additional information which were not caused or directly and materially contributed to by Kiwa), under the Scheme Implementation Deed, Intega will become entitled to declare and pay the Conditional Permitted Special Dividend.</p> <p>The maximum aggregate amount of the Conditional Permitted Special Dividend is approximately \$2.3 million if the Scheme is implemented in February 2022 and increases by approximately \$2.3 million for each additional calendar month that the Scheme is delayed as a result of the FIRB Condition Precedent not being satisfied (up to a maximum of \$13.7 million in total). If the Conditional Permitted Special Dividend is declared and paid, the Conditional Permitted Special Dividend:</p> <ul style="list-style-type: none"> <li>• will not reduce the Scheme Consideration of \$0.90 per Intega Share; and</li> <li>• therefore, provides additional value to Intega Shareholders if the implementation of the Scheme is delayed in the circumstances described above.</li> </ul>	Sections 5.2(h) and 10
<b>Taxation implications</b>		
<b>What are the taxation implications of the Scheme for Intega Shareholders?</b>	<p>If the Scheme becomes Effective, there will be tax consequences for Intega Shareholders, which may include tax being payable on any gain on disposal of Scheme Shares.</p> <p>Section 10 provides a description of the general Australian tax consequences of the Scheme for Intega Shareholders, including in respect of the Conditional Permitted Special Dividend if one is declared and paid by Intega in the circumstances described above and in Section 5.2(h). The tax treatment of the disposal of Scheme Shares to Kiwa Nominee by Intega Shareholders may vary depending on the nature and characteristics of each Intega Shareholder and their specific circumstances.</p> <p>It is recommended you seek professional tax advice in regard to the income tax implications associated with the Scheme.</p>	Section 10

Question	Answer	Relevant Section(s) of this Scheme Booklet
<b>Other questions</b>		
<b>Can I sell my Intega Shares now?</b>	Yes. You can sell your Intega Shares on market at any time before the close of trading on ASX on the Effective Date (assuming the Scheme is approved by Intega Shareholders at the Scheme Meeting) at the prevailing market price at that time (which may vary from the Scheme Consideration). If you do so, you will not receive the Scheme Consideration and you may incur brokerage costs.	Section 6.4(f)
<b>Further information</b>		
<b>Who can I contact if I have further questions about this Scheme Booklet or the Scheme?</b>	If you have any further questions about this Scheme Booklet or the Scheme, please call the Intega Shareholder Information Line on 1300 161 432 (within Australia) or +61 3 9415 4063 (outside Australia), Monday to Friday between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time). Please note that the Intega Shareholder Information Line cannot provide any financial, taxation or investment advice and cannot give an opinion on the merits of the Scheme. If you have any questions about your individual financial or taxation circumstances, please contact your financial, legal, taxation or other professional advisers.	None



## 5 Intega Directors' recommendation and matters relevant to your vote on the Scheme

### 5.1 Intega Directors' recommendation and voting intentions in respect of the Scheme

The Intega Directors unanimously recommend that Intega Shareholders vote in favour of the Scheme Resolution, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders.

Subject to the same qualifications, each Intega Director who holds Intega Shares intends to vote, or cause to be voted, all the Intega Shares that he holds or Controls in favour of the Scheme at the Scheme Meeting.

The interests of the Intega Directors (including Mr Matthew Courtney, Managing Director and Chief Executive Officer of Intega) in Intega Shares and the Scheme are disclosed in Section 11. Intega Shareholders should have regard to these interests when considering the Intega Directors' unanimous recommendation in respect of the Scheme, which appears throughout this Scheme Booklet.<sup>5</sup>

### 5.2 Reasons for the Intega Directors' recommendation and advantages of the Scheme

The key reasons for the Intega Directors' recommendation in respect of the Scheme (as described in Section 5.1 above) are:

**(a) The Intega Board unanimously recommends that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders**

The entry by Intega into the Scheme Implementation Deed with Kiwa was the result of the strategic review conducted by the Intega Board with the objective of maximising Intega Shareholder value (including by exploring ownership options for Intega), as Intega announced to the ASX on 9 June 2021 (**Strategic Review**). As part of the Strategic Review:

- Intega and its financial adviser, Greenhill, undertook a comprehensive competitive process, which included engagement with a significant number of interested parties (based in Australia and overseas) and resulted in the receipt of a number of confidential, indicative, non-binding and incomplete proposals from certain of those interested parties in early August 2021;
- following the review of these proposals, the Intega Board decided to facilitate (on a confidential basis) extensive commercial, financial, accounting, legal and taxation due diligence on Intega between August and September 2021 for certain of the parties that submitted proposals. The objective was to provide each of these parties with sufficient information about Intega to enable it to make a final proposal for the Intega Board's consideration. Intega was assisted in this process by its financial, legal, accounting and taxation advisers; and
- at the end of this process, after the final confidential, indicative, non-binding and incomplete proposals were evaluated and considered by the Intega Board, Kiwa was identified as the successful bidder and Intega and Kiwa entered into the Scheme Implementation Deed on 3 October 2021.

In reaching its conclusion that the Scheme is in the best interests of Intega Shareholders and determining that Intega should enter into the Scheme Implementation Deed, the Intega Board considered the outcome of the Strategic Review (including the final proposals received from third parties other than Kiwa, as described above) and alternative options for Intega's business to deliver value to Intega Shareholders, including continuing to deliver on growth opportunities as a stand-alone, ASX-listed company.

Following consideration of these matters, the Intega Board unanimously concluded that:

- the Scheme is the most attractive option for Intega Shareholders and the Intega Directors consider that the Scheme Consideration recognises the value and future growth potential of Intega; and
- having regard to all relevant factors, on balance, the Intega Board considers that the certainty from 100% cash Scheme Consideration and the value inherent in the Scheme will deliver greater benefits to Intega Shareholders than any other alternatives currently available for Intega under the status quo, including continuing to operate as a stand-alone, ASX-listed entity.

Accordingly, the Intega Directors unanimously recommend that Intega Shareholders vote in favour of the Scheme Resolution, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders. Subject to the same qualifications, each Intega Director who holds Intega Shares intends to vote, or cause to be voted, all Intega Shares that he holds or Controls in favour of the Scheme at the Scheme Meeting.

<sup>5</sup> As at the date of this Scheme Booklet, Mr Matthew Courtney holds or Controls 191,097 Intega Shares (representing 0.05% of the Intega Shares on issue), Mr Jeffrey Forbes holds or Controls 148,619 Intega Shares (representing 0.04% of the Intega Shares on issue), and Mr Neville Buch and Mr Michael Alscher (both of whom are nominees of the Crescent Capital Partners Shareholders) and Mr Steven Sherman do not personally hold or Control any Intega Shares. See Section 11.6(b) for more information about Mr Buch's and Mr Alscher's roles with Crescent Capital Partners and their consequential interests in the Scheme.

In addition, if the Scheme becomes Effective, Mr Matthew Courtney will receive Incentive Security Cancellation Consideration of \$2,500,000 as consideration for the cancellation of his Intega Performance Rights and Intega Options (see Section 11.3 for more information). The other Intega Directors consider that, despite these arrangements and interests, it is important and appropriate for Mr Courtney to make a recommendation to Intega Shareholders in respect of the Scheme, given: (i) the importance of the Scheme and Mr Courtney's role as an Intega Director; (ii) Mr Courtney's knowledge of Intega and the industry in which it operates; and (iii) that, in their view, Intega Shareholders would likely want to know Mr Courtney's recommendation in respect of the Scheme. Mr Courtney also considers that, despite the arrangements and interests described above, it is appropriate for him to make a recommendation to Intega Shareholders in respect of the Scheme given the importance of the Scheme and his knowledge of Intega and the industry in which it operates.

**(b) The Independent Expert has concluded that the Scheme is fair and reasonable and in the best interests of Intega Shareholders, in the absence of a superior proposal**

The Intega Board appointed the Independent Expert, Lonergan Edwards, to prepare the Independent Expert's Report, including an opinion as to whether the Scheme is in the best interests of Intega Shareholders.

The Independent Expert concluded in the Independent Expert's Report that the Scheme is fair and reasonable and in the best interests of Intega Shareholders, in the absence of a superior proposal.

The basis for this conclusion is that the Scheme Consideration of \$0.90 per Intega Share is within the valuation range (as assessed by the Independent Expert) of \$0.80 to \$0.90 per Intega Share on a 100% controlling interest basis.

A complete copy of the Independent Expert's Report is included in Attachment A to this Scheme Booklet and the Intega Directors encourage you to read this report in its entirety.

**(c) The Scheme has support from Intega's major shareholder group, the Crescent Capital Partners Shareholders**

As at the date of this Scheme Booklet, the Crescent Capital Partners Shareholders together hold 217,946,359 Intega Shares (representing 52.10% of the Intega Shares on issue). The Crescent Capital Partners Shareholders have notified the Intega Board in writing that they intend to vote all Intega Shares held by them in favour of the Scheme, in the absence of a superior proposal.

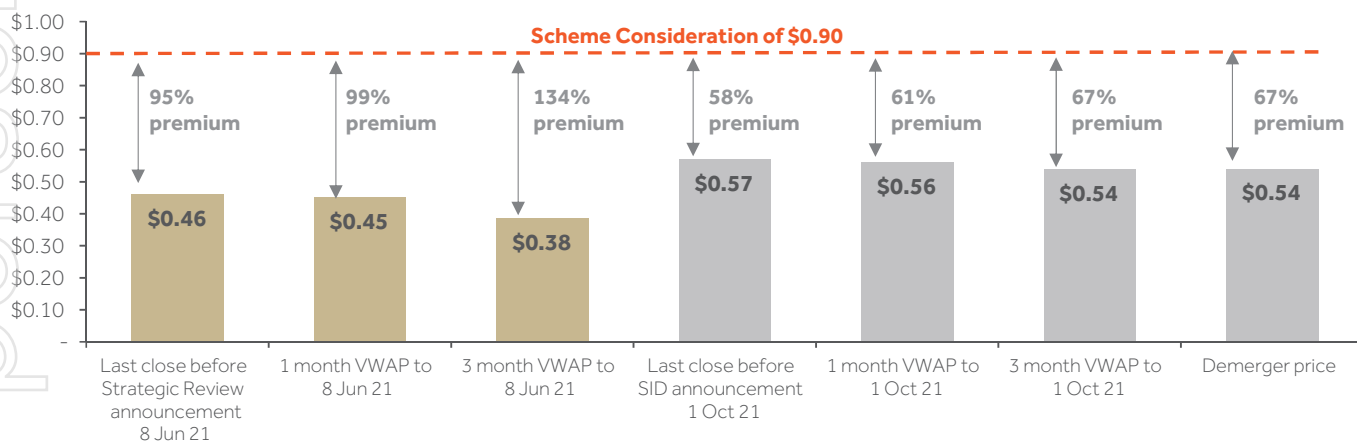
The Crescent Capital Partners Shareholders have consented to the inclusion of the above statement in this Scheme Booklet.

**(d) The Scheme Consideration of \$0.90 per Intega Share represents a significant premium to recent trading prices of Intega Shares**

The Scheme Consideration of \$0.90 per Intega Share represents a significant premium of:

- (i) 99% to the one-month VWAP of Intega Shares up to and including 8 June 2021 (being the last trading day before Intega's announcement of the Strategic Review); and
- (ii) 61% to the one-month VWAP of Intega Shares up to and including 1 October 2021 (being the last trading day before Intega announced that it and Kiwa had entered into the Scheme Implementation Deed).

The graph below shows the Scheme Consideration of \$0.90 per Intega Share, and the premia associated with VWAP of Intega Shares over the relevant periods before Intega's announcement of the Strategic Review.



Source: VWAP and premia information based on IRESS data.<sup>6, 7</sup>

<sup>6</sup> "Demerger price" refers to the VWAP of Intega Shares, as traded on the ASX on a deferred settlement basis over the first five trading days after Intega listed on the ASX as part of its demerger from Cardno.

<sup>7</sup> IRESS has not consented to the inclusion of trading data relating to Intega Shares that is attributed to or sourced from IRESS in this Scheme Booklet.

**(e) The Scheme Consideration of \$0.90 per Intega Share exceeds the highest closing trading price of Intega Shares since Intega's ASX listing in October 2019 as part of its demerger from Cardno**

The Scheme Consideration of \$0.90 cash per Intega Share exceeds the highest closing trading price of Intega Shares since Intega's demerger from Cardno and Intega's subsequent ASX listing in October 2019. The Scheme Consideration also represents a premium of 67% to the VWAP of Intega Shares over the first 5 trading days of Intega Shares as part of its demerger from Cardno, being \$0.54.<sup>8</sup>

The graph below shows the share price performance of Intega Shares from the time of Intega's ASX listing as part of its demerger from Cardno, up to immediately before the announcement of the entry by Intega and Kiwa into the Scheme Implementation Deed on 4 October 2021.



Source: IRESS data as at Last Practicable Trading Date

**(f) The all-cash Scheme Consideration delivers Intega Shareholders with certainty and immediate value for their Intega Shares**

The Scheme Consideration that Scheme Shareholders will receive if the Scheme is implemented provides the certainty of 100% cash consideration.

If the Scheme is implemented, Scheme Shareholders will receive \$0.90 in cash for each Intega Share held by them at the Scheme Record Date (currently expected to be 7:00pm (Sydney time) / 6:00pm (Brisbane time) on Tuesday, 14 December 2021), to be paid on the Scheme Implementation Date, which is currently expected to be Friday, 17 December 2021.

In contrast, if the Scheme does not proceed, the amount which Intega Shareholders will be able to realise for their investment in Intega Shares will necessarily be uncertain. If the Scheme becomes Effective, the Scheme removes this uncertainty for Intega Shareholders.

**(g) The entry by Intega and Kiwa into the Scheme Implementation Deed is the result of a comprehensive competitive process undertaken as part of the Strategic Review and, since the announcement of the entry by Intega and Kiwa into the Scheme Implementation Deed, no Superior Proposal has been received by the Intega Board (or has otherwise emerged)**

The entry by Intega and Kiwa into the Scheme Implementation Deed follows Intega having announced the Strategic Review and subsequently undertaken the comprehensive competitive process described in Section 5.2(a) above as part of that Strategic Review. As part of this process, Intega engaged with a range of interested parties. The result of that process was the entry by Intega and Kiwa into the Scheme Implementation Deed and the proposed Scheme, which the Intega Directors unanimously concluded was the most attractive option for Intega Shareholders (having regard to the matters described in Section 5.2(a) above).

Since the announcement of the entry by Intega and Kiwa into the Scheme Implementation Deed, no Superior Proposal has been received by the Intega Board (or has otherwise emerged), and the Intega Board is not in active discussions with any third party as at the date of this Scheme Booklet regarding the development of a potential Superior Proposal by that third party. Given that, and having regard to the comprehensive nature of the competitive process undertaken by Intega as part of, and the outcome of, the Strategic Review (as described above), the Intega Directors believe that it is unlikely that a Superior Proposal will be received by the Intega Board (or will otherwise emerge) before the date on which the Scheme is currently expected to become Effective.

**(h) If the Scheme is not implemented on or before 31 December 2021 as a result of the FIRB Condition Precedent not being satisfied, Intega will become entitled to declare and pay the Conditional Permitted Special Dividend**

It is a Condition Precedent to the Scheme becoming Effective that Kiwa receives FIRB approval – see Section 11.10(a) for more information. While, as at the date of this Scheme Booklet, Intega is not aware of any circumstances which would cause the FIRB Condition Precedent to not be satisfied, it is possible that the requirement for FIRB approval for the Scheme to proceed may be delayed and that this may result in a delay to the date of the Scheme Meeting and/or implementation of the Scheme.

<sup>8</sup> On 22 October 2019, Intega was admitted to the Official List of the ASX as a separate, standalone entity (and, initially, Intega Shares traded on the ASX on a deferred settlement basis). The Intega Share price of \$0.54 refers to the VWAP of Intega Shares, as traded on the ASX on a deferred settlement basis over the first five trading days after Intega listed on the ASX as part of its demerger from Cardno (being from Thursday, 24 October 2019 to Wednesday, 30 October 2019 (inclusive)).

If the Scheme is not implemented on or before 31 December 2021 as a result of the FIRB Condition Precedent not being satisfied (other than as a result of delays in providing FIRB with additional information which were not caused or directly and materially contributed to by Kiwa), under the Scheme Implementation Deed, Intega will become entitled to declare and pay a special dividend which, in aggregate terms, must not exceed the NPAT of the Intega Group for the period 1 July 2021 to 31 December 2021 (**Conditional Permitted Special Dividend**). The maximum aggregate amount of the Conditional Permitted Special Dividend is approximately \$2.3 million if the Scheme is implemented in February 2022 and increases by approximately \$2.3 million for each additional calendar month that the Scheme is delayed as a result of the FIRB Condition Precedent not being satisfied (up to a maximum of \$13.7 million in total). If the Conditional Permitted Special Dividend is declared and paid, the Conditional Permitted Special Dividend:

- (i) will not reduce the Scheme Consideration of \$0.90 per Intega Share; and
- (ii) therefore, provides additional value to Intega Shareholders if the implementation of the Scheme is delayed in the circumstances described above.

**(i) If the Scheme does not proceed, and no comparable proposal to the Scheme or Superior Proposal is received by the Intega Board (or otherwise emerges), the Intega Share price may fall or trade at a price below the Scheme Consideration, at least in the immediate near-term**

If the Scheme is not implemented, Intega Shares will continue to remain Officially Quoted on the ASX and the price at which Intega Shares trade will continue to be subject to market volatility (including general stock market movements, the impact of general economic conditions and the demand for listed securities) and Intega Shareholders will continue to be exposed to the risks associated with Intega's business (see Section 9 below for a summary of these key risks). As such, if the Scheme is not implemented, the price at which Intega Shares trade may fall, including to a price that is below the Scheme Consideration of \$0.90 per Intega Share.

**(j) No brokerage or stamp duty will be payable by you on the transfer of your Intega Shares to Kiwa Nominee under the Scheme**

You will not incur any brokerage or stamp duty on the transfer of your Intega Shares to Kiwa Nominee under the Scheme.

### 5.3 Reasons why Intega Shareholders may consider voting against the Scheme and disadvantages of the Scheme

Although the Intega Directors unanimously recommend that you vote in favour of the Scheme Resolution, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders, reasons why you may consider voting against the Scheme include:

**(a) You may disagree with the Intega Directors and the opinion of the Independent Expert and consider that the Scheme is not in your best interests**

Despite the recommendation of the Intega Board, and the opinion of the Independent Expert that the Scheme is fair and reasonable and in the best interests of Intega Shareholders, in the absence of a superior proposal, you may believe that the Scheme is not in your best interests or that of other Intega Shareholders.

**(b) You may prefer to retain your Intega Shares and have the opportunity to participate in the future financial performance of Intega as a standalone, ASX-listed company**

If the Conditions Precedent are satisfied or, if applicable, waived, the Scheme is expected to be implemented on or about Friday, 17 December 2021. This timeframe may not be consistent with your investment objectives and you may consider that your Intega Shares have greater value over the longer term (if Intega remained as a standalone, ASX-listed entity). You may consider that Intega has strong long-term growth potential and that the Scheme Consideration does not fully reflect your views on that long-term value. You may, therefore, prefer to retain your Intega Shares and have the opportunity to realise the value of your Intega Shares over the longer term.

**(c) You may wish to maintain an investment in a publicly listed company with the specific characteristics of Intega in terms of industry, operations, profile, size and capital structure**

You may wish to maintain your investment in Intega in order to have an investment in a publicly listed company with the specific characteristics of Intega in terms of industry, operational profile, size and capital structure.

Implementation of the Scheme may result in a disadvantage to those who wish to maintain their investment profile. Intega Shareholders who wish to maintain their investment profile may find it difficult to find an investment with a similar profile to that of Intega and they may incur transaction costs in undertaking any new investment.

**(d) The tax consequences of the Scheme may not suit your current financial position**

Implementation of the Scheme may trigger taxation consequences for Intega Shareholders, and these consequences may not be favourable to you. A general guide to the taxation implications of the Scheme for Intega Shareholders is set out in Section 10. This guide is expressed in general terms only and Intega Shareholders should seek professional taxation advice regarding the tax consequences applicable to their own circumstances.

**(e) You may believe that there is the potential for a Superior Proposal to be made in the foreseeable future**

As described in Section 5.2(g) above, the Intega Directors believe that, given that:

- (i) since the announcement of the entry by Intega and Kiwa into the Scheme Implementation Deed, no Superior Proposal has been received by the Intega Board (or has otherwise emerged); and
- (ii) the Intega Board is not in active discussions with any third party as at the date of this Scheme Booklet regarding the development of a potential Superior Proposal by that third party,

and having regard to the comprehensive nature of the competitive process undertaken by Intega as part of, and the outcome of, the Strategic Review (as described in Section 5.2(a) above), it is unlikely that a Superior Proposal will be received by the Intega Board (or will otherwise emerge) before the date on which the Scheme is currently expected to become Effective. However, you may disagree with the Intega Directors' belief and believe that there is the potential for a Superior Proposal to be made in the foreseeable future, in which case you may wish to retain your Intega Shares.

**5.4 Other considerations relevant to an Intega Shareholder's vote**

In addition to the factors that the Intega Directors have taken into account in recommending the Scheme to Intega Shareholders or which may lead Intega Shareholders to vote against the Scheme, as described above, the other key considerations that the Intega Board considers may be relevant to an Intega Shareholder's decision on how to vote on the Scheme Resolution are summarised below.

**(a) The Scheme may be implemented even if you vote against it**

Even if you do not vote on, or vote against, the Scheme Resolution at the Scheme Meeting, the Scheme may still be implemented if the Scheme Resolution is approved by the Requisite Majorities of Intega Shareholders and, subsequently, the Court.

**(b) Conditions Precedent**

The Scheme is subject to a number of Conditions Precedent, which are summarised in Section 6.3. If these Conditions Precedent are not satisfied (or, if applicable, waived), the Scheme will not proceed, even if it is approved by the Requisite Majorities of Intega Shareholders at the Scheme Meeting.

**(c) Risks**

If the Scheme becomes Effective, Intega Shareholders will receive the Scheme Consideration, cease to be an Intega Shareholder, and will also no longer be exposed to the existing risks relating to Intega's business and an investment in Intega Shares summarised in Section 9 (and other risks to which Intega may be exposed). However, if the Scheme does not proceed, Intega will continue to operate as a stand-alone entity listed on the ASX, Intega Shareholders will continue to hold their Intega Shares and be exposed to these risks and any opportunities associated with that investment.

In making your decision on how to vote on the Scheme Resolution, you should read this Scheme Booklet carefully and in its entirety. You should carefully consider the risks outlined in Section 9 and your individual circumstances (however, Intega notes that Section 9 is general in nature only and does not take into account your individual objectives, financial situation, taxation position or particular needs).

While the Intega Board unanimously recommends that Intega Shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders, Intega Shareholders are encouraged to make their own independent assessment as to whether to vote in favour of the Scheme.

## 6 Overview of the Scheme

### 6.1 Background

#### (a) Scheme Implementation Deed

On 3 October 2021, Intega entered into the Scheme Implementation Deed with Kiwa under which:

- (i) Intega agreed to propose the Scheme to Intega Shareholders; and
- (ii) Kiwa (through Kiwa Nominee) agreed to acquire all of the outstanding Intega Shares as at the Scheme Record Date by way of the Scheme for the Scheme Consideration.

A summary of the key terms of the Scheme Implementation Deed is set out in Section 11.9 of this Scheme Booklet. A copy of the Scheme Implementation Deed was released to the ASX by Intega on Monday, 4 October 2021 and is also available on Intega's website ([www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/)).

#### (b) Deed Poll

Kiwa and Kiwa Nominee have executed the Deed Poll, pursuant to which each of Kiwa and Kiwa Nominee has covenanted and undertaken in favour of each Scheme Shareholder to:

- (i) provide, or procure the provision of, the Scheme Consideration to each Scheme Shareholder in accordance with the terms of the Scheme; and
- (ii) perform all other actions attributed to Kiwa or Kiwa Nominee, and perform all obligations contemplated of Kiwa or Kiwa Nominee, under the Scheme.

A copy of the Deed Poll is set out in Attachment C to this Scheme Booklet.

#### (c) Overview of the Scheme

This Section 6 contains an overview of the Scheme. If the Scheme becomes Effective and is implemented, Intega will be delisted from ASX and become a wholly-owned subsidiary of Kiwa Nominee.

### 6.2 What Intega Shareholders will receive – an overview of the Scheme Consideration

#### (a) Scheme Consideration

If the Scheme is implemented, each Intega Shareholder will receive the Scheme Consideration of \$0.90 for each Intega Share held by that Intega Shareholder as at the Scheme Record Date.

#### (b) Fractional entitlements

Where the calculation of the Scheme Consideration to be provided to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent. The details regarding fractional entitlements are set out in full in clause 6.2 of the Scheme (a copy of which is attached as Attachment B).

### 6.3 Conditions Precedent

The Scheme becoming Effective is subject to the satisfaction (or, if applicable, waiver) of a number of Conditions Precedent. The following Conditions Precedent are outstanding as at the date of this Scheme Booklet:

**(a) (Intega Shareholder approval)** Intega Shareholders approve the Scheme Resolution at the Scheme Meeting by the Requisite Majorities;

**(b) (Court approval)** The Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act (either unconditionally and without modification or with modifications or conditions consented to by Intega and Kiwa);

**(c) (No Restraints)** As at the Delivery Time there is not in effect any:

- (i) permanent or temporary restraining order, permanent or temporary injunction or other preliminary or final decision, order or decree issued by any court of competent jurisdiction or by any Government Agency;
  - (ii) law, rule or regulation; or
  - (iii) other legal restraint or prohibition,
- that:
- (iv) delays, restrains or prohibits (or could reasonably be expected to delay, restrain or prohibit) the implementation of the Scheme; or
  - (v) impedes or otherwise impacts upon (or could reasonably be expected to impede or otherwise impact upon) the implementation of the Scheme in a materially adverse way;



**(d) (Independent Expert)** The Independent Expert:

- (i) issues an Independent Expert's Report which concludes that the Scheme is in the best interests of Intega Shareholders before the time when the Scheme Booklet is registered by ASIC; and
- (ii) does not withdraw, change or qualify its conclusion or withdraw its Independent Expert's Report before the Delivery Time;

**(e) (No Prescribed Occurrence)** No Prescribed Occurrence occurs between the date of the Scheme Implementation Deed and the Delivery Time;**(f) (HSR Act)** The waiting period applicable to the Scheme under the HSR Act has expired or been terminated (the **HSR Condition**); and**(g) (FIRB)** Before 5:00pm (Sydney time) on the Business Day before the Second Court Date, one of the following has occurred:

- (i) Kiwa has received written notice under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FATA**), by or on behalf of the Treasurer of the Commonwealth of Australia (**Treasurer**), advising that the Commonwealth Government has no objections to the Scheme, either unconditionally or on terms that are acceptable to Kiwa acting reasonably (but subject to certain limitations);
- (ii) the Treasurer becomes precluded by the passage of time from making an order or decision under Part 3 of the FATA in relation to the Scheme and the Scheme is not prohibited by section 82 of the FATA; or
- (iii) where an interim order is made under section 68 of the FATA in respect of the Scheme, the subsequent period for making an order or decision under Part 3 of the FATA elapses without the Treasurer making such an order or decision,

(the **FIRB Condition**).

The Conditions Precedent set out in paragraphs (a), (b) and (g) above cannot be waived.

The Conditions Precedent are set out in clause 3.1 of the Scheme Implementation Deed. The Scheme will not proceed unless all the Conditions Precedent are satisfied (or, if applicable, waived) in accordance with the Scheme and the Scheme Implementation Deed.

As at the date of this Scheme Booklet, the Intega Directors are not aware of any circumstances which would cause any Condition Precedent not to be satisfied.

## 6.4 Steps for implementing the Scheme

### (a) Remaining requirements for the Scheme to become Effective and be implemented

The Scheme will only become Effective and be implemented if:

- (i) the Scheme Resolution is approved by the Requisite Majorities of Intega Shareholders at the Scheme Meeting;
- (ii) the Scheme is approved by the Court at the Second Court Hearing; and
- (iii) the other Conditions Precedent (which are summarised in Section 6.3 above) are satisfied (or, if applicable, waived).

### (b) Summary of the Scheme Resolution to be considered at the Scheme Meeting

Intega Shareholders will be asked to consider and, if thought fit, pass the Scheme Resolution at the Scheme Meeting, which is a resolution under section 411(4)(a)(ii) of the Corporations Act to approve the Scheme.

### (c) The Scheme Meeting

#### (i) Scheme Meeting

In accordance with an order of the Court dated Tuesday, 2 November 2021, Intega has convened the Scheme Meeting, to be held virtually through the Online Scheme Meeting Platform at 10:00am (Brisbane time) / 11:00am (Sydney time) on Monday, 6 December 2021 (see Section 3 for more information about how to participate in the Scheme Meeting through the Online Scheme Meeting Platform and vote on the Scheme Resolution).

At the Scheme Meeting, Intega Shareholders will be asked to approve the Scheme by voting in favour of the Scheme Resolution. The terms of the Scheme Resolution to be considered at the Scheme Meeting are contained in the Notice of Scheme Meeting set out in Attachment D. The fact that the Court has ordered that the Scheme Meeting be convened is no indication that the Court has a view as to the merits of the Scheme or as to how Intega Shareholders should vote on the Scheme Resolution. On these matters, Intega Shareholders must reach their own decision.

For the Scheme to proceed, votes "in favour of" the Scheme Resolution at the Scheme Meeting must be received from the Requisite Majorities of Intega Shareholders. A Requisite Majorities for the Scheme Resolution are:

- (A) a majority in number (more than 50%) of eligible Intega Shareholders who are present and voting at the Scheme Meeting (either in person or by proxy, attorney or, in the case of a corporation, its duly appointed corporate representative), unless the Court orders otherwise; and
- (B) at least 75% of the total number of votes cast on the Scheme Resolution by eligible Intega Shareholders.

Voting at the Scheme Meeting will be conducted by poll. Intega Shareholders who are registered on the Intega Share Register at 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021 will be entitled to vote at the Scheme Meeting. Instructions on how to vote at the Scheme Meeting are set out in Section 3 and the Notice of Scheme Meeting at Attachment D.

**(ii) Intega Directors' recommendation and voting intentions**

The Intega Directors unanimously recommend that you vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders. Subject to the same qualifications, each Intega Director who holds Intega Shares intends to vote, or cause to be voted, all Intega Shares that he holds or Controls in favour of the Scheme Resolution.

The interests of the Intega Directors (including Mr Matthew Courtney, Managing Director and Chief Executive Officer of Intega) in Intega Shares and the Scheme are disclosed in Section 11. Intega Shareholders should have regard to these interests when considering the Intega Directors' unanimous recommendation in respect of the Scheme, which appears throughout this Scheme Booklet.<sup>9</sup>

In considering whether to vote in favour of the Scheme, the Intega Directors encourage you to:

- (A) carefully read this Scheme Booklet in its entirety (including the Independent Expert's Report);
- (B) have regard to your individual risk profile, portfolio strategy, tax position and financial circumstances; and
- (C) obtain advice from your legal, financial, tax or other professional advisers on the effect of the Scheme becoming Effective.

**(iii) Results of the Scheme Meeting**

The results of the Scheme Meeting will be available as soon as practicable after the conclusion of the Scheme Meeting and will be announced to ASX ([www.asx.com.au](http://www.asx.com.au)) once available.

**(d) Second Court Hearing**

In the event that:

- (i) the Scheme Resolution is approved by the Requisite Majorities of Intega Shareholders at the Scheme Meeting; and
- (ii) all other Conditions Precedent (other than Court approval of the Scheme) have been satisfied (or, if applicable, waived),

then Intega will apply to the Court for orders approving the Scheme at the Second Court Hearing, which is expected to be held on or around Thursday, 9 December 2021.

**(e) Effective Date**

If the Court makes orders approving the Scheme, on the Effective Date, Intega will lodge with ASIC an office copy of the Court orders given under section 411(4)(b) of the Corporations Act approving the Scheme and the Scheme will then become Effective. Once the Scheme becomes Effective:

- (i) Kiwa will become bound to pay the Scheme Consideration to the Scheme Shareholders (in the manner described in Section 6.4(h) below) on the Scheme Implementation Date; and
- (ii) subject to the payment of the aggregate Scheme Consideration by Kiwa (as described in Section 6.4(h)(i) below), Intega will become bound to take the steps required for Kiwa Nominee to become the holder of all Intega Shares.

**(f) Suspension from trading in Intega Shares on ASX**

If the Scheme becomes Effective, Intega intends to apply to ASX for Intega Shares to be suspended from trading on ASX from the close of trading on the Effective Date.

**(g) Scheme Record Date and entitlement to Scheme Consideration**

Those Intega Shareholders on the Intega Share Register on the Scheme Record Date (which is currently expected to be 7:00pm (Sydney time) / 6:00pm (Brisbane time) on Tuesday, 14 December 2021) will be Scheme Shareholders and will be entitled to receive the Scheme Consideration in respect of the Intega Shares they hold at that time.

<sup>9</sup> As at the date of this Scheme Booklet, Mr Matt Courtney holds or Controls 191,097 Intega Shares (representing 0.05% of the Intega Shares on issue), Mr Jeffrey Forbes holds or Controls 148,619 Intega Shares (representing 0.04% of the Intega Shares on issue), and Mr Neville Buch and Mr Michael Alscher (both of whom are nominees of the Crescent Capital Partners Shareholders) and Mr Steven Sherman do not personally hold or Control any Intega Shares. See Section 11.6(b) for more information about Mr Buch's and Mr Alscher's roles with Crescent Capital Partners and their consequential interests in the Scheme.

In addition, if the Scheme becomes Effective, Mr Matthew Courtney will receive Incentive Security Cancellation Consideration of \$2,500,000 as consideration for the cancellation of his Intega Performance Rights and Intega Options (see Section 11.3 for more information). The other Intega Directors consider that, despite these arrangements and interests, it is important and appropriate for Mr Courtney to make a recommendation to Intega Shareholders in respect of the Scheme, given: (i) the importance of the Scheme and Mr Courtney's role as an Intega Director; (ii) Mr Courtney's knowledge of Intega and the industry in which it operates; and (iii) that, in their view, Intega Shareholders would likely want to know Mr Courtney's recommendation in respect of the Scheme. Mr Courtney also considers that, despite the arrangements and interests described above, it is appropriate for him to make a recommendation to Intega Shareholders in respect of the Scheme given the importance of the Scheme and his knowledge of Intega and the industry in which it operates.

**(i) Dealings on or prior to the Scheme Record Date**

For the purpose of determining the persons who are Scheme Shareholders, dealings in Intega Shares will only be recognised if:

- (A) in the case of dealings of the type to be effected by CHESS, the transferee is registered on the Intega Share Register as a holder of the relevant Intega Shares as at the Scheme Record Date; and
- (B) in all other cases, registrable transfers or transmission applications are received at the place where the Intega Share Register is maintained by 6:00pm (Brisbane time) / 7:00pm (Sydney time) on the Scheme Record Date (in which case, Intega must register such transfers or transmission applications before 6:00pm (Brisbane time) / 7:00pm (Sydney time) on the Scheme Record Date).

Intega will not accept for registration, nor recognise for the purpose of establishing the persons who are Scheme Shareholders, any transmission application or transfer in respect of Intega Shares received after such times or received prior to these times and not in registrable form.

**(ii) Dealings after the Scheme Record Date**

For the purposes of determining entitlements to Scheme Consideration, Intega will, until the Scheme Consideration has been paid to Scheme Shareholders and the name and address of Kiwa Nominee has been entered in the Intega Share Register as the holder of all the Intega Shares, maintain the Intega Share Register in accordance with the terms of the Scheme, and the Intega Share Register in this form will solely determine entitlements to the Scheme Consideration.

After 7:00pm (Sydney time) / 6:00pm (Brisbane time) on the Scheme Record Date, each entry on the Intega Share Register will cease to be of any effect other than as evidence of entitlement to the Scheme Consideration in respect of the Intega Shares relating to that entry.

Any share certificates or statements of holding in respect of Intega Shares shall, from the Scheme Record Date, cease to have any effect as documents of evidence of title in respect of such Intega Shares.

**(h) Implementation of the Scheme – payment of Scheme Consideration and transfer of Intega Shares**

On the Scheme Implementation Date (which is currently expected to be Friday, 17 December 2021, the Scheme will be implemented by Intega and Kiwa undertaking the following steps.

**(i) Deposit of aggregate Scheme Consideration by Kiwa**

On or before the Business Day before the Scheme Implementation Date, Kiwa will deposit (or will procure the deposit of) the aggregate Scheme Consideration payable to all Scheme Shareholders in cleared funds into an account nominated by Intega to be held on trust by Intega for Scheme Shareholders.

**(ii) Transfer of all Intega Shares to Kiwa Nominee**

Subject to the payment of the aggregate Scheme Consideration by Kiwa as referred to in paragraph (i) above, all of the Intega Shares will be transferred to Kiwa Nominee by Intega and Intega will enter the name of Kiwa Nominee in the Intega Share Register in respect of all Intega Shares.

**(iii) Payment of Scheme Consideration**

The Scheme Consideration will be paid by Intega (at its discretion) by:

- (A) if a Scheme Shareholder has, before the Scheme Record Date, made a valid election in accordance with the requirements of the Intega Share Registry to receive dividend payments from Intega by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying the relevant amount in Australian currency by electronic means in accordance with that election;
- (B) if a Scheme Shareholder has otherwise nominated a bank account for the purpose of receiving the Scheme Consideration by an appropriate authority from the Scheme Shareholder to Intega (through the Intega Share Registry), paying the relevant amount in Australian currency by electronic means to that bank account; or
- (C) otherwise, sending a cheque for the Scheme Consideration that the Scheme Shareholder is entitled to receive to that Scheme Shareholder's address shown in the Intega Share Register as at the Scheme Record Date.

If you have not previously notified the Intega Share Registry of your nominated bank account or you would like to change your existing nominated bank account, you should do so online at [www.computershare.com.au/easyupdate/ITG](http://www.computershare.com.au/easyupdate/ITG) before the Scheme Record Date.

If a Scheme Shareholder has not nominated a bank account and their whereabouts are unknown as at the Scheme Record Date, the Scheme Consideration will be paid into a separate bank account and held by Intega until claimed or applied under laws dealing with unclaimed money. If you wish to confirm your current address details with the Intega Share Registry, you may do so using the contact details above.

## 6.5 Delisting of Intega

If the Scheme becomes Effective, on or after the Scheme Implementation Date (to be determined by Kiwa), Intega will apply for termination of the Official Quotation of Intega Shares on the ASX, and to be removed from the Official List of the ASX.

## 6.6 End Date

If the Scheme has not become Effective on or before the End Date, either Intega or Kiwa is able to terminate the Scheme Implementation Deed. If the Scheme Implementation Deed is terminated, the Scheme will not proceed.

## 6.7 Copy of the Intega Share Register

Under sections 169 and 173 of the Corporations Act, any Intega Shareholder has a right to inspect, and to ask for a copy of, the Intega Share Register, which contains details of the registered name and address of each Intega Shareholder. Intega may require an Intega Shareholder to provide reasons for their request prior to providing a copy of the Intega Share Register, and an Intega Shareholder must not use any information obtained for an improper purpose. A copy of the Intega Share Register will be given to any Intega Shareholder upon request and payment of the prescribed fee under the Corporations Act where Intega is satisfied that the details provided are not likely to be used for an improper purpose.

## 6.8 Warranties given by Scheme Shareholders under the Scheme

Under the terms of the Scheme, each Scheme Shareholder is deemed to have warranted to Intega and Kiwa Nominee, and is deemed to have authorised Intega as its attorney and agent to warrant to Kiwa Nominee, on the Scheme Implementation Date, that:

- (a) all of their Scheme Shares (including any rights and entitlements attaching to those Scheme Shares) which are transferred under the Scheme will, at the time of transfer, be fully paid and free from all Encumbrances; and
- (b) they have full power and capacity to transfer their Scheme Shares to Kiwa Nominee, together with any rights and entitlements attaching to those Scheme Shares.

Under the terms of the Scheme, Intega undertakes that it will provide that warranty to Kiwa Nominee as agent and attorney of each Scheme Shareholder.

## 6.9 Indicative timetable

An indicative timetable for the Scheme appears on page 11 of this Scheme Booklet. All dates and times are indicative only and, among other things, are subject to the Court approval process and satisfaction or, where applicable, waiver of the Conditions Precedent. Any changes to the timetable (which may include an earlier or later date for the Scheme Meeting or Second Court Hearing) will be announced on the ASX and notified on Intega's website ([www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/)).

## 7 Information about Intega

### 7.1 Overview of Intega

Intega is a provider of Assurance, Testing, Inspection, Certification ("ATIC") services with a focus on the infrastructure and energy sectors. The Intega Group had approximately 1,900 employees in approximately 100 offices on 30 June 2021 and primarily operates in Australia, the United States, Canada and New Zealand.

Intega's service offerings include:

- **Construction Materials Testing (CMT):** this service includes providing conformance tests on construction materials such as soil (earthworks), aggregates, pavement materials, concrete, grout, mortar, and rock. This service also includes concrete mix design and trial mix testing. These tests help determine whether the construction of a project is meeting the standards specified by the designer/owner and the required regulations. CMT is conducted in laboratories which are accredited by regulatory bodies in each jurisdiction in which the Intega Group provides these services;
- **Owners' Representative Services:** this service ensures that the quality requirements of a build meet the agreed specifications and regulations for a project;
- **Subsurface Utility Engineering (SUE) and Surveying:** this service includes mapping the location and condition of subsurface utilities such as pipes and cables, which helps reduce the occurrence of interference and conflict with existing infrastructure before and during construction;
- **Environmental Testing:** this service includes testing soils, asbestos, groundwater quality, construction noise, dust and vibration levels to ensure that the build of the project meets the required environmental regulations;
- **Geotechnical Engineering:** this service includes design of temporary works, bored pile supervision, geotechnical investigation and site classification and pavement design; and
- **Quality Assurance (QA):** as part of this service, Intega delivers audit, preventive maintenance, inspection, assembly, and testing activities for oil and gas and wind farms to ensure that, when parts arrive at a drill rig or a facility, that they are built and function as specified.

Intega's operations rely on the following three proprietary suites of software which are designed to ensure that the services and tests that Intega provides are replicable, auditable and of high quality:

1. **COMPLY** – a laboratory information management system designed for construction materials testing;
2. **ELVIS** – a project quality management system utilised to inspect projects and ensure compliance with specifications; and
3. **QA Reporter** – a quality audit and inventory management system.

### 7.2 Intega's history and background





Intega was incorporated on 1 May 2019 as a wholly-owned subsidiary of Cardno and, on 31 October 2019, Intega's demerger from Cardno by way of a shareholder and court-approved scheme of arrangement was implemented. As part of that demerger, Intega listed on the ASX as a standalone entity, independent of Cardno.

Intega has a 50-year history in Australia and the Americas and has grown through acquisitions to expand its service offerings and geographic footprint. Key events in Intega's history include:

- 1990: Founding of Construction Sciences
- 2008: Cardno acquires Construction Sciences
- 2014: Cardno acquires PPI
- 2017: Cardno acquires remaining 50% shareholding in T2 Utility Engineers
- 2018: Cardno acquires Raba Kistner
- 2019: Intega demerges from Cardno and is listed on the ASX

### 7.3 Intega division overview

Intega operates its business via four divisions, as summarised in the table below.

Division	Description	% of FY21 Fee Revenue
 <b>Construction Sciences</b>	Provides construction materials testing, environmental testing, subsurface utility engineering and geotechnical engineering in Australia and New Zealand	45%
 <b>RABA KISTNER</b>	Provides construction materials testing, geotechnical engineering consulting, project management and quality assurance and inspection services in North America	29%
 <b>T2 utility engineers</b>	Provides subsurface utility engineering, utility mapping and locating, utility coordination, utility design and surveying in North America	10%
 <b>PPI QUALITY &amp; ENGINEERING</b>	Provides quality, consulting and engineering services with a focus on the renewable energy and oil and gas sectors	16%

### 7.4 Growth opportunities and priorities

Intega's growth strategy is underpinned by the following opportunities and priorities:

#### (a) Americas

- **Position to benefit from improving market conditions with expected additional investment in government infrastructure.**
- **Geographic expansion of the Raba Kistner business both organically and through acquisitions.**

Currently, the majority of Intega's construction material testing work is performed in Texas. Over the past 3 years, Intega has been engaged on a number of marquee projects outside of Texas, including the LAX People Mover Project (a US\$2.8 billion project anticipated to complete in 2023 that includes a total of six stations that will connect a new consolidated rental car facility, intermodal transportation facilities, expanded airport parking and metro transit to the airline terminals) and the Carolina Crossroads Project (the Carolina Crossroads Project (Phases 1 and 2) is a US\$325 million project which will replace an accident-prone interchange section of Interstate Highways I-20, I26 and I126, colloquially known as 'Malfunction Junction', and is currently expected to be completed in 2024). There is the opportunity for Intega to continue to grow its operations outside of Texas, both organically and through acquisitions.

- **Continue to improve the operational performance of T2 Utility Engineers.**

The SUE business is continuing to benefit from initiatives introduced in FY20, achieving EBITDA margin expansion of 23.5% in FY21 relative to the previous year.

- **Continued EBITDA margin expansion from the QA division.**

EBITDA margin in the QA business grew 2.0% in FY21, with an ability to flex staff and carry through cost savings initiatives from the prior year through to FY21.

#### (b) Asia Pacific

- **Position to benefit from improving market conditions with expected additional investment in government infrastructure and mining infrastructure.**
- **Expansion of niche service lines through acquisition.**

Over the past 3 years, Intega has continued to expand the range of construction-related services that it offers to clients. Going forward, Intega will continue to invest in ways to improve the efficiency and accuracy of infrastructure construction in Australia.



## 7.5 Intega Directors and senior management

### (a) Intega Board

As at the date of this Scheme Booklet, the Intega Board comprises the following Intega Directors:

Name	Current position
Mr Neville Buch	Non-executive Intega Director and Chairman
Mr Michael Alscher	Non-executive Intega Director and Deputy Chairman
Mr Jeffrey Forbes	Non-executive Intega Director
Mr Steven Sherman	Non-executive Intega Director
Mr Matthew Courtney	Intega Group Chief Executive Officer and Managing Director

### (b) Intega key management personnel

As at the date of this Scheme Booklet, Intega's members of senior management are each of the following individuals:

Name	Current position
Mr Matthew Courtney	Intega Group Chief Executive Officer and Managing Director
Mr Leigh Whitton	Intega Group Chief Financial Officer
Mr Gerard Midgley	Intega Group Executive Director of Operations

## 7.6 Equity capital structure and market capitalisation

As at the date of this Scheme Booklet, Intega has:

- (a) 418,317,630 Intega Shares on issue;
- (b) 1,584,157 Intega Options on issue; and
- (c) 4,297,760 Intega Performance Rights on issue.

See Section 11.3 for further information about the treatment of the Intega Performance Rights and Intega Options in connection with the Scheme.

As at the Last Practicable Trading Date, Intega had a market capitalisation of approximately \$374 million (based on a closing price of \$0.895 per Intega Share and 418,317,630 Intega Shares on issue<sup>10</sup>).

## 7.7 Intega's substantial holders

The substantial holders of Intega Shares as at the Last Practicable Trading Date are:

Substantial Intega Shareholder	Number of Intega Shares <sup>11</sup>	Percentage of Intega Shares on issue
The Crescent Capital Partners Shareholders	228,891,883	54.72% <sup>12</sup>

The holdings of Intega Shares in this Section 7.7 are as disclosed to Intega by the Intega Shareholders in substantial holding notices on or before the Last Practicable Trading Date. Information in respect of substantial holdings arising, changing or ceasing after this time, or in respect of which the relevant announcement containing such information is not available on ASX's website ([www.asx.com.au](http://www.asx.com.au)), is not included above.

10 This excludes the Intega Options and Intega Performance Rights on issue as at the Last Practicable Trading Date.

11 This refers to the number of Intega Shares in which the person or entity and its Associates have a Relevant Interest as noted in the relevant substantial shareholder notice.

12 In addition to the 217,946,359 Intega Shares that the Crescent Capital Partners Shareholders together hold as at the date of this Scheme Booklet (representing 52.10% of the Intega Shares on issue) (see Section 5.2(c)), as disclosed in the Crescent Capital Partners Shareholders' substantial holding notice dated 27 April 2021, the Crescent Capital Partners Shareholders are also deemed to have Voting Power in a further 10,945,524 Intega Shares held by a nominee of FSS Trustee Corporation (ACN 118 202 672) (representing approximately 2.62% of all Intega Shares on issue as at the date of this Scheme Booklet). FSS Trustee Corporation (ACN 118 202 672) is also deemed to have Voting Power in the 217,946,359 Intega Shares that the Crescent Capital Partners Shareholders together hold as at the date of this Scheme Booklet, as disclosed in the substantial holding notice dated 26 April 2021.

## 7.8 Recent Intega Share price performance



At the close of trading on the ASX on the last trading day prior to Intega's announcement of the Strategic Review on 9 June 2021, the Intega Share price was \$0.46. From the day of the announcement of the Strategic Review to the Last Practicable Trading Date, the closing price of Intega Shares has ranged between \$0.46 and \$0.895.

The Intega Directors are unable to predict the price at which Intega Shares will trade in the future but consider that, if the Scheme is not implemented and no comparable proposal to the Scheme or Superior Proposal is received by the Intega Board or otherwise emerges, the Intega Share price may fall or trade at a price below the Scheme Consideration of \$0.90 per Intega Share, at least in the immediate near-term.

## 7.9 Historical financial Information relating to Intega

This Section 7.9 contains audited financial information relating to Intega for the financial years ended 30 June 2020 and 30 June 2021. The historical financial information in this Section 7.9 is a summary only, and has been prepared and extracted for the purposes of this Scheme Booklet only.

The historical financial information of Intega presented in this Section 7.9 is in an abbreviated form and does not contain all the disclosures, presentations, statements or comparatives that are usually provided in an annual report prepared in accordance with the Corporations Act. Intega considers that, for the purposes of this Scheme Booklet, the historical financial information presented in this Section 7.9 is more appropriate. The historical financial information of Intega presented in this Scheme Booklet has been prepared in accordance with the recognition and measurement principles contained in the Australian Accounting Standards and is presented on a stand-alone basis, and accordingly, does not reflect any impact of the implementation of the Scheme (or the transactions contemplated by it).

Further detail about Intega's historical financial performance can be found in Intega's financial statements for the financial years ended 30 June 2020 (which are included in the Annual Report in respect of that financial year, which Intega released to the ASX on 25 August 2020) and 30 June 2021 (which are included in the Annual Report in respect of that financial year, which Intega released to the ASX on 26 August 2021). Copies of these documents can be obtained, free of charge, from the ASX website ([www.asx.com.au](http://www.asx.com.au)) or from the Intega website ([www.intega.net](http://www.intega.net)).

**(a) Historical Consolidated Income Statement**

The following table presents the historical consolidated statement of profit or loss for Intega for the financial years ended 30 June 2020 and 30 June 2021.

A\$ 000s	2021	2020 <sup>13</sup>
Revenue	398,149	300,112
Other income	780	196
Financing income	35	66
Employee expenses	(245,187)	(176,463)
Consumables and materials used	(55,464)	(43,123)
Sub-consultant and contractor costs	(37,381)	(35,787)
Depreciation and amortisation expenses	(31,751)	(20,964)
Financing costs	(5,075)	(3,943)
Impairment loss on trade receivables and contract assets	(711)	(1,475)
Other expenses	(14,032)	(17,806)
<b>Profit before income tax</b>	<b>9,363</b>	<b>813</b>
Income tax (expense) / benefit	(4,281)	3,251
<b>Profit for the year</b>	<b>5,082</b>	<b>4,064</b>

13 On 21 August 2019, Cardno announced its intention to demerge its Quality, Testing and Measurement business to create an independent, ASX-listed company (which would become Intega). With effect on 21 October 2019, Cardno shares ceased trading with an entitlement to Intega Shares under the demerger. In October 2019, Intega was listed as a separate, standalone entity on the ASX (and, initially, Intega Shares traded on the ASX on a deferred settlement basis). The distribution of Intega Shares to Cardno's shareholders, and the economic separation of the Intega Group from Cardno and the necessary transfer of businesses and the settlement of intercompany balances between the Intega Group and Cardno as part of the implementation of the demerger, occurred on 31 October 2019. This transfer of businesses and related net assets was recognised by Intega at the Cardno carrying amounts immediately prior to the transfer. Intega Shares were transferred to eligible Cardno shareholders as part of the demerger on 31 October 2019. The statutory financial information for the Intega Group for the financial year that ended on 30 June 2020 represents 8 months of trading from time of Intega's demerger from Cardno to 30 June 2020. Prior to Intega's demerger from Cardno, Intega operated as a holding entity.

**(b) Historical Consolidated Balance Sheet**

The following table presents the historical consolidated statement of financial position for Intega as at 30 June 2020 and 30 June 2021.

A\$ 000s	2021	Restated 2020 <sup>14</sup>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	19,645	40,029
Trade and other receivables	57,996	64,899
Contract Assets	20,598	26,319
Inventories	166	165
Other current assets	2,903	4,065
<b>TOTAL CURRENT ASSETS</b>	<b>101,308</b>	<b>135,477</b>
<b>NON-CURRENT ASSETS</b>		
Property, plant and equipment	14,798	18,718
Right of use assets	36,640	38,033
Deferred tax assets	19,743	21,515
Intangible assets	87,268	99,666
<b>TOTAL NON-CURRENT ASSETS</b>	<b>158,449</b>	<b>177,932</b>
<b>TOTAL ASSETS</b>	<b>259,757</b>	<b>313,409</b>
<b>CURRENT LIABILITIES</b>		
Trade and other payables	31,782	46,597
Loans and borrowings	14,812	13,641
Current tax liabilities	950	1,850
Employee benefits	15,007	15,603
Provisions	1,674	1,745
Contract liabilities	1,651	1,343
Other current liabilities	80	66
<b>TOTAL CURRENT LIABILITIES</b>	<b>65,956</b>	<b>80,845</b>
<b>NON-CURRENT LIABILITIES</b>		
Loans and borrowings	81,186	105,077
Deferred tax liabilities	613	1,020
Employee benefits	1,419	1,487
Other non-current liabilities	111	246
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>83,329</b>	<b>107,830</b>
<b>TOTAL LIABILITIES</b>	<b>149,285</b>	<b>188,675</b>
<b>NET ASSETS</b>	<b>110,472</b>	<b>124,734</b>
<b>EQUITY</b>		
Issued capital	127,503	136,951
Reserves	(4,290)	1,353
Retained losses	(12,741)	(13,570)
<b>TOTAL EQUITY</b>	<b>110,472</b>	<b>124,734</b>

14 2020 balances have been restated to reflect the Group's change in accounting policy to configuration and customisation of Software-as-a-Service (SaaS) arrangements.

**(c) Historical Consolidated Cash Flow Statement**

The following table presents the historical consolidated statement of cash flows for Intega for the financial years ended 30 June 2020 and 30 June 2021.

A\$ 000s	2021	2020
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash receipts from customers	406,035	309,809
Interest received	35	66
Finance costs paid	(4,939)	(3,393)
Cash paid to suppliers and employees	(360,030)	(270,153)
Income tax paid	(807)	-
<b>NET CASH PROVIDED BY/(USED IN) OPERATING ACTIVITIES</b>	<b>40,294</b>	<b>36,329</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Deferred settlement of acquisitions	(5,983)	(6,772)
Proceeds from sale of property, plant and equipment	1,189	475
Payments for property, plant and equipment	(3,769)	(2,837)
Cash and Cash Equivalent on Demerge	-	20,588
<b>NET CASH PROVIDED BY/(USED IN) INVESTING ACTIVITIES</b>	<b>(8,563)</b>	<b>11,454</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Share Buy-Back	(9,816)	-
Dividends Paid	(4,253)	-
Proceeds from borrowings	15,000	15,574
Repayment of borrowings	(32,798)	(14,762)
Lease Liability payments	(17,519)	(8,655)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<b>(49,386)</b>	<b>(7,843)</b>
<b>NET INCREASE / (DECREASE) IN CASH AND CASH EQUIVALENTS HELD</b>	<b>(17,655)</b>	<b>39,940</b>
<b>CASH AND CASH EQUIVALENTS AT 1 JULY</b>	<b>40,029</b>	<b>-</b>
Effects of exchange rate changes on cash and cash equivalents at the end of year	(2,729)	89
<b>CASH AND CASH EQUIVALENTS AT 30 JUNE</b>	<b>19,645</b>	<b>40,029</b>

## 7.10 Material changes to the financial position of Intega since 30 June 2021

Other than:

- (a) the accumulation of earnings in the ordinary course of trading; and
- (b) as disclosed in this Scheme Booklet or as otherwise disclosed to ASX by Intega,

within the knowledge of the Intega Directors, the financial position of Intega has not materially changed since 30 June 2021, being the date of Intega's financial statements for the financial year ended 30 June 2021.

Intega Shareholders may obtain a copy of Intega's Annual Report for the financial year ended 30 June 2021 (which was released to ASX by Intega on 26 August 2021 and contains Intega's consolidated financial statements for the financial year ended 30 June 2021) from ASX's website ([www.asx.com.au](http://www.asx.com.au)), from Intega's website ([www.intega.net](http://www.intega.net)), or by calling the Intega Shareholder Information Line on 1300 161 432 (within Australia) or +61 3 9415 4063 (outside Australia), Monday to Friday between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time).

## 7.11 Intega Directors' intentions for Intega's business

The Corporations Act requires a statement by the Intega Directors of their intentions regarding the Intega Group's business. If the Scheme is implemented, Kiwa intends to reconstitute the Intega Board such that all of the Intega Directors may be replaced (see Section 8.7(c)). Accordingly, it is not possible for the Intega Directors to provide a statement of their intentions regarding:

- (a) the continuation of the business of the Intega Group or how the Intega Group's existing business will be conducted;
- (b) any major changes, if any, to be made to the business of the Intega Group; or
- (c) any future employment of the present employees of the Intega Group,

in respect of the period after implementation of the Scheme.

If the Scheme is implemented, Kiwa (through Kiwa Nominee) will own and control all of the Intega Shares. The intentions of Kiwa with respect to the matters listed above if the Scheme is implemented are set out in Section 8.7.

If the Scheme is not implemented, as at the date of this Scheme Booklet, the Intega Directors intend that Intega will continue its current strategic plans and operate on a standalone basis and remain listed on the ASX.

## 7.12 Risks relating to Intega's business

There are existing risks relating to Intega's business and an investment in Intega Shares which will continue to be relevant to Intega Shareholders if the Scheme does not become Effective. A summary of the key risks relating to Intega's business and an investment in Intega is set out in Section 9.

## 7.13 Publicly available information about Intega

Intega is an ASX-listed disclosing entity for the purposes of the Corporations Act and, as such, is subject to regular reporting and disclosure obligations. Specifically, as a company listed on the ASX, Intega is subject to the ASX Listing Rules, which require (subject to some exceptions) continuous disclosure of any information Intega has that a reasonable person would expect to have a material effect on the price or value of Intega Shares.

ASX maintains files containing publicly disclosed information about all companies listed on the ASX. Information disclosed to ASX by Intega is available on ASX's website at [www.asx.com.au](http://www.asx.com.au).

In addition, Intega is required to lodge various documents with ASIC. Copies of documents lodged with ASIC by Intega may be obtained from an ASIC office.

A copy of Intega's Annual Report for the financial year ended 30 June 2021 may be obtained by Intega Shareholders free of charge, in the manner set out in Section 7.10.

A list of announcements made by Intega to ASX from the time that Intega announced that it and Kiwa had entered into the Scheme Implementation Deed on Monday, 4 October 2021 to the Last Practicable Trading Date are listed in the table below.<sup>15</sup>

Title of announcement	Date
Resignation of Alternate Director	Tuesday, 26 October 2021
Intega Group Limited – Results of Annual General Meeting	Friday, 22 October 2021
2021 Annual General Meeting Presentation	Friday, 22 October 2021
Managing Director and Chief Executive Officer's Address to the Annual General Meeting	Friday, 22 October 2021
Chairman's Address to the Annual General Meeting	Friday, 22 October 2021
Intega enters Scheme Implementation Deed with Kiwa in Recommended Transaction	Monday, 4 October 2021

Further, a substantial amount of information about Intega, including financial information and releases to ASX, is available in electronic form on Intega's website at [www.intega.net](http://www.intega.net).

<sup>15</sup> This excludes announcements relating to substantial holding notices.



## 8 Information about Kiwa, Kiwa Nominee and Kiwa Group

### 8.1 Introduction

The information contained in this Section 8 has been prepared by Kiwa.

This Section 8 is part of the Kiwa Group Information and the information concerning Kiwa and its group companies and the intentions, views and opinions contained in this section has been prepared by, and is the responsibility of, Kiwa.

Intega and its officers and advisers do not assume any responsibility for the accuracy or completeness of this information.

### 8.2 Overview of Kiwa

Kiwa is a Netherlands headquartered company with a leading presence in the Testing, Inspection and Certification (**TIC**) sector, with approximately 5,500 employees spread across 150 offices in 35 countries, mainly in Europe, Asia and Latin America. An international leader in the TIC sector, Kiwa has expertise in areas such as building materials, oil, gas & chemicals, management systems, transport & mobility, retail, agri-food and utilities, and is a Global Board member of the international TIC Council.

Kiwa is a wholly owned subsidiary of Castoro Holding B.V. (**Castoro**), controlled by SHV Holdings N.V. (**SHV**) (with Kiwa management holding a minority stake in Kiwa via Castoro). SHV is a Netherlands and Bonaire based private company, active in various industries and sectors, including TIC (Kiwa/Castoro), energy distribution (SHV Energy), food cash and carry (Makro), heavy lifting and transport (Mammoet), industrial services (Eriks), animal nutrition and aquafeed (Nutreco) and private equity investments (NPM Capital). SHV employs more than 51,500 people generating annual revenue in excess of EUR 16bn and operating in over 60 countries. Further information about SHV can be found at its website: <http://www.SHV.nl>.

### 8.3 Kiwa Management

Members of Kiwa's Executive Board as at the date of this Scheme Booklet are as follows:

- Paul Hesselink (Chief Executive Officer);
- Rudy Niemantsverdriet (Chief Financial Officer); and
- Luc Leroy (Chief Operating Officer).

### 8.4 Kiwa Nominee

Kiwa Australia 2 Pty Ltd (**Kiwa Nominee**) is a special purpose company that was incorporated on 21 October 2021.

Kiwa Nominee is a wholly-owned Subsidiary of Kiwa Australia 1 Pty Ltd (**Kiwa 1**), which in turn is a wholly-owned subsidiary of Kiwa. Kiwa Nominee will acquire (under the Scheme) and will hold (following implementation of the Scheme) all of the Intega Shares.

Each of Kiwa Nominee and Kiwa 1 is an unlisted Australian proprietary company that has not conducted business, and does not own any assets or have any liabilities other than in connection with its incorporation, the entry into transaction documents in connection with the Scheme and the taking of such other actions as are necessary to facilitate the implementation of the Scheme (including actions in relation to the incurrence of costs, fees and expenses in connection with the Scheme).

### 8.5 Rationale for Kiwa's proposed acquisition of Intega

The Testing, Inspection and Certification (**TIC**) sector has many subsegments and different dynamics as influenced by regulation and economic waves. Having the right scale and geographic footprint in specific subsegments is key to enabling robust performance. Notably, TIC services for building and construction for residential & commercial real estate and infrastructures are critical subsegments for regional or continental customer representation.

Intega and Kiwa are active in similar TIC markets in complementary geographic regions, with Intega having a strong market position in Australia and a growing presence in the USA which markets can contribute to Kiwa's growth. Kiwa currently has strong positions in the European market, notably in Germany, UK, the Netherlands and certain Scandinavian countries, and the acquisition of Intega provides Kiwa with access to currently underrepresented markets and further progress its strategic growth objectives.

### 8.6 Funding arrangements for the Scheme Consideration

The Scheme Consideration is 100% cash.

Under the terms of the Deed Poll, Kiwa and Kiwa Nominee have undertaken in favour of each Scheme Shareholder to deposit, or procure the deposition of, the aggregate Scheme Consideration to which all Scheme Shareholders are entitled into a trust account for the benefit of the Scheme Shareholders no later than the Business Day before the Scheme Implementation Date, conditional upon the Scheme becoming Effective.

If the Scheme becomes Effective, Scheme Shareholders will become entitled to receive the Scheme Consideration of \$0.90 per Scheme Share on the Scheme Implementation Date. Based on the number of Intega Shares on issue as at the date of this Scheme Booklet, the total amount of cash required to be paid by Kiwa or Kiwa Nominee to Scheme Shareholders under the Scheme is \$376,485,867.

Kiwa has received an equity commitment from SHV for \$375.8 million (**Equity Commitment**) to ensure that Kiwa has sufficient capacity to fund payment of the aggregate Scheme Consideration. The Equity Commitment is unconditional and remains in force until the Scheme Consideration is paid in full (unless the Scheme Implementation Deed is terminated and the Scheme does not proceed).

As of 11 March 2021, SHV had net assets of approximately \$20 billion and available cash and short-term deposits of approximately \$1.9 billion. The Equity Commitment will be funded from such cash and short-term deposits which have been made available by SHV for the purposes of the Kiwa making payment of the Scheme Consideration.

The remaining portion of the aggregate Scheme Consideration that is not covered by the Equity Commitment (being \$685,867) will be funded from the existing cash reserves of Kiwa as at the date of this Scheme Booklet, which Kiwa will ensure are available to it (on an unconditional basis) when its obligations to fund the Scheme Consideration become due and payable under the terms of the Scheme.

On the basis of the arrangements described above, Kiwa is of the opinion that it has a reasonable basis for forming the view, and it holds the view, that it will be able to satisfy its obligations to fund the Scheme Consideration as and when it is due and payable under the terms of the Scheme, as well as the costs associated with the Scheme.

## 8.7 Kiwa's intentions if the Scheme is implemented

This section sets out Kiwa's current intentions on the basis of facts and information concerning Intega and the general business environment which are known to Kiwa at the date of this Scheme Booklet.

If the Scheme is implemented, Kiwa intends to undertake a detailed review of Intega's operations covering strategic, financial and commercial operating matters to determine the optimum manner of operating and managing the business. Final decisions about any major changes to the future commercial operating plan and management organisation for Intega will be made by Kiwa following the completion of the post-acquisition review described above, and will be based on all material facts and circumstances at the relevant time.

Accordingly, other than where the disclosure below expressly states that Kiwa has determined to do something, the statements set out in this section are statements of current intention only and may change as new information becomes available or as circumstances change.

### (a) Operations

Kiwa intends to integrate Intega as a standalone operating entity within the Kiwa organisation with a view to supporting Intega's existing business to achieve strategic and commercial synergies in complementary markets.

### (b) Delisting of Intega

If the Scheme is implemented, Kiwa will procure that Intega applies to the ASX for Intega to be removed from the Official List after implementation of the Scheme.

### (c) Board of directors

If the Scheme is implemented, Kiwa will replace the members of the Intega Board and its subsidiaries with nominees of Kiwa (who, as at the date of this Scheme Booklet, are yet to be identified).

### (d) Management and employees

Kiwa intends to operate Intega as a generally standalone entity and therefore proposes to generally continue Intega's current organisational structure while focussing on commercial synergies and accelerated growth.

Accordingly, Kiwa will generally seek to continue to operate Intega with its current employees and management while identifying opportunities for growth of the Intega business. Kiwa may make limited changes to employee and management roles as a result of potential duplication or redundancy of some roles arising from Intega become part of Kiwa and no longer being a listed entity, although no determination has been made in respect of such changes as at the date of this Scheme Booklet. Other than these possible changes, no specific plans in relation to any potential changes to the employee and management base at Intega have been considered, however, Kiwa's intent is to retain the vast majority of Intega's existing employees in line with current operations.

### (e) Head Office

If the Scheme is implemented, it is currently intended that Intega's head office will remain in Newstead, Queensland.

## 8.8 Kiwa's interests in Intega Shares

### (a) Interest in Intega Shares

As at the date of this Scheme Booklet, none of Kiwa, Kiwa Nominee or any their respective Associates (including, but not limited to, the members of Kiwa's Executive Board and the directors of Kiwa Nominee) has any Relevant Interest or Voting Power in any Intega Shares.

### (b) Dealings in Intega Shares over the last four months

None of Kiwa, Kiwa Nominee or any of their respective Associates has provided or agreed to provide consideration for any Intega Shares under any agreement or transaction during the period of four months before the date of this Scheme Booklet, other than the Scheme Consideration (which Kiwa has agreed to provide in accordance with the Scheme Implementation Deed and the Scheme).

## 8.9 Additional information

### (a) Benefits to Intega Shareholders

During the four months before the date of this Scheme Booklet, none of Kiwa, Kiwa Nominee or any of their respective Associates has given or offered to give or agreed to give a benefit to another person where the benefit was likely to induce the other person or an Associate to:

- vote in favour of the Scheme; or
- dispose of Intega Shares,

where the benefit was not offered to all Intega Shareholders.

### (b) Benefits to Intega Group officers

None of Kiwa, Kiwa Nominee or any of their respective Associates will be making any payment or giving any benefit to any current officers of Intega or another Intega Group Member (including the Intega Directors) as compensation or consideration for, or otherwise in connection with, their resignation from their respective offices if the Scheme is implemented.

### (c) No other material information

Except as set out in this Scheme Booklet, there is no information that is material to the making of a decision by an Intega Shareholder on whether or not to vote in favour of the Scheme that is within the knowledge of any director of Kiwa or Kiwa Nominee or a member of the Kiwa Group as at the date of this Scheme Booklet (that has not been previously disclosed to Intega Shareholders).

## 9 Risks

### 9.1 Introduction

The Intega Board considers that it is appropriate for Intega Shareholders, in considering the Scheme, to be aware that there are a number of general risks, as well as risks specific to Intega and/or the industries in which Intega operates, which could materially adversely affect the future operating and financial performance of Intega, as well as the value of Intega and the potential for any future dividends to be declared and paid by Intega.

This Section outlines:

- (a) general investment risks (refer to Section 9.2);
- (b) specific risks associated with your current investment in Intega (refer to Section 9.3); and
- (c) specific risks relating to the Scheme (refer to Section 9.4).

This Section 9 is a summary only. There may be additional risks and uncertainties not currently known to Intega which may also have a material adverse effect on Intega's financial and operational performance now or in the future.

If the Scheme becomes Effective, Intega Shareholders will receive the Scheme Consideration, cease to be an Intega Shareholder, and will also no longer be exposed to the risks set out below (and other risks to which Intega may be exposed).

However, if the Scheme does not proceed, Intega will continue to operate as a stand-alone entity listed on the ASX and Intega Shareholders will continue to hold their Intega Shares and be exposed to risks and opportunities associated with that investment.

In making your decision on how to vote on the Scheme Resolution, you should read this Scheme Booklet carefully and in its entirety. You should carefully consider the risks outlined below and your individual circumstances. This Section 9 is general in nature only and does not take into account your individual objectives, financial situation, taxation position or particular needs.

While the Intega Board unanimously recommends that Intega Shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders, Intega Shareholders are encouraged to make their own independent assessment as to whether to vote in favour of the Scheme.

### 9.2 General investment risks

Like many listed companies, Intega is exposed to general risks that could materially adversely affect its assets and liabilities, the future operating and financial position, profits, prospects of Intega, the potential to make further distributions to Intega Shareholders, and the price and/or value of Intega Shares. General risks that may impact on Intega or the market for Intega Shares include:

- (a) changes in general business, industry cycles and economic conditions including inflation, interest rates, exchange rates, commodity prices and consumer demand and preferences;
- (b) regulatory risks and changes to government policy (including fiscal, monetary, taxation, employment and environmental policies), legislation or regulation (including accounting and reporting standards);
- (c) the nature of competition in the markets in which Intega operates;
- (d) weather conditions, natural disasters or catastrophes, pandemics generally and other general operational and business risks;
- (e) variations in Intega's operating results; and
- (f) the overall performance of the Australian and international stock markets, changes in investor sentiment, recommendations by securities analysts, the operating and trading price performance of other comparable listed entities or inclusion or removal from major market indices.

While there is a possibility of future benefits to Intega Shareholders that arise from some of these risks, equally, some of these factors could affect Intega's share price regardless of Intega's underlying operating performance.

### 9.3 Risks associated with your current investment in Intega Shares

There is a range of business-specific risks associated with your current investment in Intega Shares, as set out below. You will only continue to be exposed to these risks if the Scheme does not proceed, in which case, in the absence of a comparable proposal to the Scheme or Superior Proposal which is ultimately consummated, Intega will continue to operate as a stand-alone entity listed on the ASX. The risks set out in this Section 9.3 may materially adversely affect the operating or financial performance of Intega and the investment returns or value of Intega Shares. Some of these risks may be mitigated by appropriate controls, systems and other actions, but others will be outside the control of Intega.

#### (a) Intega is subject to competition risk in each of the markets in which it operates

Intega operates in a competitive business environment in, among other countries, Australia, the United States of America and Canada. Each of the markets in which Intega operates is characterised by competition on the basis of quality, price and customer service. Consequently, Intega's financial performance, revenues and market share may be adversely affected by the actions of its competitors, such as price discounting, and Intega's response to such actions.

**(b) A cyclical downturn in Asia Pacific or the Americas may adversely impact Intega's financial performance**

Intega primarily provides its quality, assurance, measurement and testing work for owners and builders of infrastructure. An economic downturn in Asia Pacific or the Americas may decrease the demand for Intega's services through reduced private spending and government investment in infrastructure. A decline in the demand for Intega's services has the potential to have a material adverse effect on Intega's future financial performance.

Material adverse changes in the general domestic and international economic climate may also impact Intega's performance. These general economic conditions are influenced by factors including economic growth, infrastructure spend, interest rates, inflation, employment levels and consumer and business sentiment.

**(c) Inability to execute Intega's business strategy may adversely impact its financial performance**

Intega may fail to implement or achieve its strategic objectives due to a range of factors, including management not prioritising delivery of the key pillars of the strategy, changes to the competitive environment that result in a change to the underlying assumptions of the strategy, poor cost management, loss of key management personnel, failure to effectively execute a project, or adverse economic shocks and uncertainty.

A failure by Intega to execute its strategy may result in a failure to maintain or increase operating margins and market share, which could potentially adversely affect Intega's financial performance. Intega's results of operations and financial condition could be adversely affected if Intega encounters difficulties in effectively managing the budgeting, forecasting and other process control issues in the pursuit of future growth.

**(d) Integration of acquisitions based on its growth strategy**

Since Intega's ASX listing in October 2019 as part of its demerger from Cardno, Intega has successfully selected, conducted diligence on and integrated acquisitions. While Intega intends to continue to pursue a growth strategy partly through acquisitions, it may fail to integrate these acquisitions properly, the costs of integration may be higher than expected or Intega may fail to realise expected synergies.

**(e) There is a risk that Intega's information technology systems fail**

Intega relies on third-party information technology infrastructure and systems for its day-to-day operations. Any failure of, or disruption to, information technology infrastructure or systems could impede the processing of transactions or limit Intega's ability to carry out its operations. Similarly, the unauthorised disclosure of confidential company, customer, team member or third-party information, or a malicious attack on Intega's infrastructure, could impact Intega's reputation or competitive strength or result in litigation and/or regulatory enforcement. Intega seeks to mitigate these risks by regularly testing and reviewing its information technology infrastructure and systems, and continually seeking to strengthen data and cyber security.

**(f) Disruption of the proprietary software underpinning Intega's services**

Intega operates a number of proprietary software suites including COMPLY (which is a software suite that tracks test results, laboratory performance, individual technician performance), ELVIS (which is an Engineering and Laboratory Vital Information System) and QA Reporter (which enables technicians to monitor the manufacturing and inspection of components). Any failure of, or disruption to, the proprietary software owned by Intega could impede or limit Intega's ability to carry out its operations.

**(g) Intega is vulnerable to decreases in oil and gas prices**

The quality assurance work that Intega conducts is primarily for the oil and gas sector. If there is a decline in oil and gas prices, demand for quality assurance work or pricing for this work may decrease, which may materially adversely affect the operating or financial performance of Intega.

**(h) Risk of losing major customers**

Intega has a number of large customers with which it has strong relationships. Any loss or significant change to Intega's key customer relationships could have a material adverse impact on its operating and financial performance. Some of Intega's contracts with its large customers contain provisions which entitle the customer to terminate on notice (regardless of whether there has been a breach of the contract), however this is common practice in the industry in which Intega operates.

**(i) Risk of losing key personnel**

Intega's profitability depends on the talent and experience of its senior management and staff. New management and staff do not have the institutional knowledge and experience with Intega's business available to existing employees. Therefore, to manage and operate its business effectively, Intega aims to retain its high performing and experienced staff.

Intega also faces the challenge of maintaining a reputation as an attractive place to work and to enable talented individuals to be developed and promoted within Intega. To do so, Intega must ensure that it has a remuneration structure that meets market expectations, quality human resources and training systems and opportunities for advancement. If Intega fails to attract, develop and retain high performing key personnel, it may not manage its business effectively and may not be able to meet its growth objectives.

**(j) There is a risk that industrial disputes and increases in labour rates may adversely affect the reputation and the financial performance of Intega**

A failure to successfully manage industrial relations or ensure proper processes and culture at Intega offices could result in industrial disputes that cause adverse reputational, financial, legal or productivity impacts on Intega.

**(k) Intega is exposed to movements in foreign exchange rates which may impact its financial performance**

Intega, through reporting its international operations in Australian dollars, is exposed to the effect of foreign exchange rate fluctuations. Movements in exchange rates has both transaction and translation consequences which may impact Intega's earnings.

Intega seeks to minimise these risks by splitting its borrowings across the Australian and US dollars to take advantage of a natural hedge, however there is a risk that these hedging arrangements do not adequately protect Intega from being adversely impacted by foreign exchange rate fluctuations.

**(l) Intega's financial performance may suffer from changes in taxation treatment / laws**

Changes in taxation laws (or their interpretation) in the United States of America, Australia and other countries where Intega has operations could materially affect Intega's financial performance and impact on its ability to obtain the benefit of existing tax losses and claim other beneficial tax attributes. In addition, governments may review and impose additional or higher excise or other taxes on payroll or infrastructure work, which may have an adverse effect on private and government spending on construction and infrastructure projects or on labour rates and may adversely impact Intega's financial results.

Further, the determination of the taxation treatment of investments, activities or transactions requires an interpretation of the relevant taxation laws and significant judgment in circumstances where there may be differing but reasonable interpretations which may be adopted. Consistent with other companies of the size and diversity of Intega, Intega may be the subject of periodic information requests, investigations, and audit activities by tax authorities in the jurisdictions in which the companies operate.

**(m) There is a risk that Intega's insurance policies may not be sufficient to cover a future loss**

Intega has placed insurance policies with insurers of acceptable security and that it believes are at an appropriate level of retained risk and coverage for the business activities of Intega, however adequate insurance coverage for potential losses and liabilities may not be available in the future on commercially reasonable terms. If Intega experiences a loss in the future, the proceeds of the applicable insurance policies, if any, may not be adequate to cover replacement costs, lost revenues, increased expenses or liabilities to third parties. This may adversely impact Intega's financial and operating performance. There is also a risk that Intega's insurance costs may be higher than anticipated due to supply and demand factors, such as (but not limited to) underwriter risk appetite, the trend of insurance claims in a given market or industry, or Intega's individual claims performance.

**(n) Intega is at risk of litigation by various stakeholders**

Disputes and litigation may arise from time to time in the course of Intega's business activities. As a professional services provider, professional negligence claims may be made against Intega from time to time. Exposure to litigation brought by third parties such as customers, regulators, employees or business associates could have an adverse impact on Intega's financial performance through increased costs, payments for damages and reputational damage. As stated above, Intega has placed insurance policies (including professional indemnity and public liability insurance policies) with insurers of acceptable security and that it believes are at an appropriate level of retained risk and coverage for the business activities of Intega.

**(o) Changes to accounting standards may adversely impact Intega's financial performance**

Changes in accounting or financial reporting standards may adversely impact the financial performance of Intega. In addition, Intega's financial performance may be impacted by changes to accounting policies after the date of this Scheme Booklet or differences in interpretations of accounting standards.

**(p) Occupational health and safety**

Intega is exposed to risks associated with the occupational health and safety of its employees and contractors. Injuries to employees and contractors may result in significant lost time for the employee and contractor and costs and impacts on Intega's business beyond what is covered under workers compensation schemes. Intega takes out insurance (see above) to cover these risks within certain parameters, however it is possible for injuries and/or incidents to occur which may result in expenses in excess of the amount insured or provided for with a resultant impact on Intega's financial performance.

**(q) Changes or additions to existing regulations may adversely affect Intega's operations and financial performance**

Intega's operations are regulated by environmental, competition and anti-trust, industrial/employment, anti-bribery and corruption, chain of responsibility, international and local trading, health and safety and other laws, instruments and regulations in the countries where it operates. These regulations govern parts of Intega's operations, including the marketing, advertising, distribution and provision of their services. Intega may be subject to costs, investigations, penalties, liabilities, loss of reputation, and other adverse effects as a result of failure to comply with these laws and regulations. The regulatory environment could also result in new or more stringent forms of regulatory oversight of both Intega and the industries in which it operates. This may lead to increased levels of expenditure on compliance, monitoring, controls, access regimes and arrangements and land use restrictions, affecting Intega or its suppliers, and other conditions that could materially adversely affect its business, financial condition and results of operations.

**(r) Other operating risks**

Other risks that may arise in relation to Intega's operations include, but are not limited to:

- (i) working capital management related risks, such as:
  - (A) customer credit terms and debtor balances;
  - (B) supplier credit availability and creditor balances; and
  - (C) customer related risks, such as the loss of a major customer or credit risks from customer bankruptcies;
- (ii) business continuity and interruption related risks, such as:
  - (A) impacts on Intega's operations and locations from natural events, such as earthquakes, floods, fires or droughts;
  - (B) interruptions at Intega's workplaces arising from industrial disputes and work stoppages and accidents; and
  - (C) information technology related service outages and failures including cyber-incidents; and
- (iii) risks related to compliance with laws and regulations relevant to Intega's operations in areas including, but not limited to:
  - (A) occupational health and safety;
  - (B) operating licences and permits;
  - (C) competition and fair trading;
  - (D) tax; and
  - (E) environmental standards.

**(s) Uncertainty associated with COVID-19 pandemic**

Intega is unable to predict the full impact that the COVID-19 pandemic will have on its operations and financial performance in the medium to longer term. The direct effects of the pandemic could include:

- (i) adverse fluctuations in Intega's share price, including as a consequence of volatility in financial markets;
- (ii) risks of increased bad debt due to customers experiencing financial distress as a result of the pandemic;
- (iii) suspensions or terminations of projects by current or future customers; or
- (iv) a decline in revenue due to customers being subject to forced business closures.

The market volatility and economic uncertainty that remains could adversely impact Intega's business and its ability to drive shareholder value.

**(t) Unknown risks**

Additional risks and uncertainties not currently known to Intega may also have a material adverse effect on Intega's financial and operational performance. The information set out in this Section 9 does not purport to be, nor should it be construed as, an exhaustive overview of the risks which may affect Intega.

**9.4 Risks relating to the Scheme**

**(a) Implications for Intega and Intega Shareholders if the Scheme is not implemented**

If the Scheme is not implemented, Intega Shareholders will not receive the Scheme Consideration and, if no comparable proposal to the Scheme or Superior Proposal is received by the Intega Board (or otherwise emerges), Intega will continue to operate as a standalone ASX-listed entity. Unless Intega Shareholders choose to sell their Intega Shares on the ASX, Intega Shareholders will continue to hold Intega Shares and will be exposed to both risks (including those set out Section 9.2) and potential future benefits in retaining exposure to Intega's business and assets. The Intega Share price will also remain subject to market volatility and, if no comparable proposal to the Scheme or Superior Proposal is received by the Intega Board (or otherwise emerges), the Intega Share price may fall or trade at a price below the Scheme Consideration, at least in the immediate near-term (see Section 5.2(i)).

If the Scheme is not implemented, as stated in Section 7.11, the Intega Directors intend that Intega will continue its current strategic plans and operate on a stand-alone basis and will remain listed on the ASX.

While it is not possible to predict the future performance of Intega or the Intega share price, in deciding whether or not to vote in favour of the Scheme, you should have regard to the prospects of Intega on a stand-alone basis (that is, if the Scheme is not approved and implemented).



In addition, if the Scheme is not implemented:

- (i) the advantages of the Scheme described in Section 5.2 of this Scheme Booklet will not be realised and the relevant potential disadvantages and risks of the Scheme described in Sections 5.3 and 9.4(d) of this Scheme Booklet will not arise; and
- (ii) as described in Section 11.11, Intega expects to pay an aggregate of approximately \$3 million (excluding GST) in transaction costs in connection with the Scheme, being costs that have already been incurred as at the date of this Scheme Booklet or are expected to be incurred even if the Scheme is not implemented (but excluding any Break Fee that may be payable by Intega – see Section 11.9(e) for information on the circumstances in which a Break Fee may be payable by Intega).

**(b) The Scheme Implementation Deed may be terminated by Intega or Kiwa in certain circumstances and the Scheme is also subject to certain Conditions Precedent**

Each of Intega and Kiwa has the right to terminate the Scheme Implementation Deed in certain circumstances, in which case the Scheme will not proceed. These termination rights are summarised in Section 11.9(g) of this Scheme Booklet.

The Scheme is also subject to certain Conditions Precedent that must be satisfied (or, if applicable, waived) for the Scheme to become Effective. These Conditions Precedent are summarised in Section 6.3. The failure of a Condition Precedent to be satisfied (or, if applicable, waived) may also give rise to a right for either Intega or Kiwa to terminate the Scheme Implementation Deed.

As at the date of this Scheme Booklet, the Intega Board is not aware of any circumstances which would cause any outstanding Condition Precedent not to be satisfied. Despite this, there is a possibility that one or more of the Conditions Precedent will not be satisfied (or, if applicable, waived) and that the Scheme will not proceed. There are a number of Conditions Precedent which are outside the control of Intega, including, but not limited to, approval of the Scheme by the Requisite Majorities and the Court. In this regard, there is also a risk that some or all of the aspects of the Intega Shareholder or Court approval required for the Scheme to proceed, may be delayed.

If, for any reason, all of the Conditions Precedent are not satisfied (or, if applicable, waived) and the Scheme does not proceed, or otherwise if the Scheme Implementation Deed is terminated, the Intega Share price will continue to be subject to market volatility and, if no comparable proposal to the Scheme or Superior Proposal is received by the Intega Board (or otherwise emerges), may fall (see Section 5.2(ii)).

**(c) Tax consequences for Scheme Shareholders**

If the Scheme becomes Effective, there will be tax consequences for Scheme Shareholders, which may include tax being payable. For further information regarding general Australian tax consequences of the Scheme for Intega Shareholders, see to Section 10 of this Scheme Booklet. The taxation consequences of the Scheme for Scheme Shareholders may vary depending on the nature and characteristics of Scheme Shareholders and their specific circumstances. Accordingly, you should seek professional tax advice in relation to your circumstances.

**(d) Risks if the Scheme is implemented**

If the Scheme is implemented, you will no longer be an Intega Shareholder and will forgo any future benefits that may result from being an Intega Shareholder. In particular, if the Scheme is implemented, you will not be able to participate in the future financial and share price performance of Intega, retain any exposure to Intega's business or assets or have the opportunity to share in any value that could be generated by Intega in the future. However, there is no guarantee as to Intega's future performance, or its future share price and financial performance, as is the case with all investments in shares of ASX-listed companies. Intega Shareholders may also consider that it would be difficult to identify or invest in alternative investments that have a similar investment profile to that of Intega, or may incur transaction costs in undertaking any new investment.

## 10 Taxation implications for Intega Shareholders

### 10.1 Introduction

The information contained within this summary is a general overview of the Australian income tax, Goods and Services Tax (**GST**) and stamp duty implications for Intega Shareholders on implementation of the Scheme (and, if a Conditional Permitted Special Dividend is declared and paid by Intega (see Section 5.2(h) for the circumstances in which this may occur), payment of that Conditional Permitted Special Dividend). It does not constitute specific tax advice and should not be relied upon as such. Intega Shareholders should be aware that the actual Australian tax implications of participating in the Scheme may differ from those summarised in this section and should seek independent professional and taxation advice, based on their particular circumstances.

The categories of Intega Shareholders considered in this summary are limited to individuals, companies (other than life insurance companies), trusts and complying superannuation funds that hold their Intega Shares on capital account for Australian income tax purposes.

The tax comments as outlined below are not applicable to all Intega Shareholders and are not intended to cover Intega Shareholders who:

- (a) hold their Intega Shares as a revenue asset (i.e. trading entities or entities who acquired their Intega Shares for the purposes of resale at a profit) or as trading stock;
- (b) acquired their Intega Shares pursuant to an employee share plan;
- (c) are under a legal disability;
- (d) unless stated otherwise, are not Australian income tax residents as determined under Australian income tax law;
- (e) are exempt from Australian income tax;
- (f) are subject to the taxation of financial arrangements rules in Division 230 of the *Income Tax Assessment Act 1997* (Cth) in relation to gains and losses on their Intega Shares<sup>16</sup>;
- (g) are subject to the Investment Manager Regime under Subdivision 842-I of the *Income Tax Assessment Act 1997* (Cth) in respect of their Intega Shares; or
- (h) in respect of any Conditional Permitted Special Dividend, are entitled to receive the Conditional Permitted Special Dividend (if such a Conditional Permitted Special Dividend is declared and paid in the circumstances described in Section 5.2(h)) but dispose of their Intega Shares prior to the Scheme Record Date, such that they are not entitled to the Scheme Consideration.

This summary has been prepared on the basis that the Intega Directors are of the view that the Intega Shares are not taxable Australian property by reason of the fact that Intega's underlying value is not principally derived from Australian real property.

This summary is based on the Australian tax law, and the practice of the tax authorities, at the time of issue of this letter. The laws are complex and subject to change periodically as is their interpretation by the courts and the tax authorities. This summary is general in nature and is not intended to be an authoritative or complete statement of the applicable law. This summary does not take into account the tax law of countries other than Australia.

These comments should not be a substitute for advice from an appropriate professional adviser having regard to each Intega Shareholder's individual circumstances. All Intega Shareholders are strongly advised to obtain and rely only on their own professional advice on the tax implications based on their own specific circumstances.

If Intega becomes entitled, and decides, to declare and pay a Conditional Permitted Special Dividend (see Section 5.2(h)), Intega may elect to obtain a class ruling from the ATO confirming the income tax implications for Intega Shareholders of receiving the Conditional Permitted Special Dividend. It is therefore important that, if Intega declares and pays a Conditional Permitted Special Dividend, this Section 10 is read in conjunction with any class ruling that is issued by the ATO.

### 10.2 Australian Resident Intega Shares

The comments in this Section 10.2 apply to Intega Shareholders who are residents of Australia for income tax purposes.

#### (a) Australian income tax treatment disposal of Intega Shares

If the Scheme is implemented, Kiwa Nominee will acquire 100% of the Intega Shares. As consideration, Intega Shareholders will receive the Scheme Consideration of \$0.90 per Intega Share in cash.

A disposal of a Scheme Share under the terms of the Scheme should result in a disposal of that Scheme Share for what is commonly referred to as capital gains tax (**CGT**) purposes on the Scheme Implementation Date.

A capital gain will arise to Intega Shareholders where the capital proceeds received from the disposal of a Scheme Share is greater than the cost base of that Scheme Share for CGT purposes. A capital loss will arise if the capital proceeds from the disposal of a Scheme Share is less than the reduced cost base of that Scheme Share for CGT purposes.

<sup>16</sup> Division 230 of the *Income Tax Assessment Act 1997* (Cth) will generally not apply to individuals, unless they have made an election for it to apply to them.

Generally, the CGT cost base of a Scheme Share should include the amount paid to acquire the Scheme Share and the market value of any property given to acquire the Scheme Share, plus any incidental capital costs of acquisition and disposal. The cost base of each Scheme Share will depend on the individual circumstances of each Intega Shareholder.

Scheme Shares that were acquired by Intega Shareholders as a result of the demerger from Cardno will have a cost base as determined under Class Ruling CR 2020/10.

Scheme Shares acquired in different transactions may have different cost bases and reduced cost bases and therefore capital gains may arise in respect of some Scheme Shares, while capital losses may arise in respect of other Scheme Shares.

Any capital gain or capital loss realised by an Intega Shareholder must be included in the calculation of their net capital gain or net capital loss for the relevant income year. An Intega Shareholder's net capital gain or net capital loss is calculated under a method statement which takes into account any other capital gains or capital losses that the Intega Shareholder may have realised in that income year, any available net capital losses from prior income years and any relevant adjustments for discount capital gains or other reductions.

A net capital gain (if any) will be included in the Intega Shareholder's assessable income. Capital losses may be carried forward and offset against future taxable capital gains, although the utilisation of capital losses by certain entities is subject to the satisfaction of loss utilisation rules. A capital loss can only be offset against capital gains.

A CGT discount may be available to reduce any capital gain realised by an Intega Shareholder on the disposal of Scheme Shares. If the Scheme Share has been held for at least 12 months, an Intega Shareholder may, after offsetting capital losses, be able to discount the resulting capital gain by one half (1/2) in the case of an individual or trust, or one-third (1/3) in the case of a complying superannuation entity.

Intega Shareholders who are either a company or who dispose of Scheme Shares within 12 months of acquiring them for CGT purposes, or dispose of them under an agreement entered into within 12 months of acquiring the Scheme Shares, will not be eligible for the CGT discount.

No CGT roll-over will be available to Intega Shareholders in relation to the Scheme.

#### **(b) Australian income tax treatment for the Conditional Permitted Special Dividend**

Under the Scheme, Intega may (in its absolute discretion, but only in the circumstances described in Section 5.2(h)) declare and pay a Conditional Permitted Special Dividend, provided that:

- (i) the record date for the Conditional Permitted Special Dividend is before the Scheme Record Date; and
- (ii) if:
  - (A) the Conditional Permitted Special Dividend is franked, the payment date for the Conditional Permitted Special Dividend is on or before the Scheme Record Date (unless otherwise agreed between Intega and Kiwa); or
  - (B) the Conditional Permitted Special Dividend will not be franked, the payment date of the Conditional Permitted Special Dividend is on or before the Scheme Implementation Date.

The Conditional Permitted Special Dividend may only be franked to the extent that there are sufficient franking credits available prior to the Scheme Record Date, such that the franking account of Intega will not be, or be likely to become, in deficit at the end of the income year in which the Conditional Permitted Special Dividend is paid as a result of franking the Conditional Permitted Special Dividend (and provided there is no breach of the benchmark franking rule).

If the Conditional Permitted Special Dividend is declared and paid, the Scheme Consideration will not be reduced by the amount of the Conditional Permitted Special Dividend.

If the Conditional Permitted Special Dividend is declared and paid, the Conditional Permitted Special Dividend will be assessable to Australian resident Intega Shareholders in the year of income in which it is paid.

If the Conditional Permitted Special Dividend is declared, any franking credits attaching to the Conditional Permitted Special Dividend paid to Intega Shareholders should be included in the assessable income of each Intega Shareholder (i.e. Intega Shareholders are assessed on the cash component of the Conditional Permitted Special Dividend received, plus the amount of any franking credits attached to the Conditional Permitted Special Dividend).

Certain Intega Shareholders may be entitled to a tax offset in the calculation of their tax liability equal to the franking credit (if any) attached to any Conditional Permitted Special Dividend declared and paid by Intega.

Intega Shareholders that are individuals or complying superannuation entities may be entitled to a refund of excess franking credits where the tax offset associated with franking credits (if any) attached to any Conditional Permitted Special Dividend declared and paid by Intega exceeds their tax liability for the relevant income year.

Intega Shareholders that are companies will not be entitled to a refund of excess franking credits where the franking credits (if any) attached to any Conditional Permitted Special Dividend declared and paid by Intega exceeds their tax liability for the relevant income year. Instead, Intega Shareholders that are companies will convert any excess franking offset to a tax loss and will be taken to have incurred this tax loss for the relevant income year in which the dividend is paid. Intega Shareholders that are companies may be able to credit their franking account with the amount of any franking credit attached to any Conditional Permitted Special Dividend declared and paid by Intega.

Where Intega Shares are held by an Australian resident trust (other than an AMIT) and Australian resident beneficiaries are presently entitled to the income of the trust, including any Conditional Permitted Special Dividend declared and paid by Intega, the benefit of any franking credits attached to any Conditional Permitted Special Dividend declared and paid by Intega may also flow through to Australian resident beneficiaries. The income tax treatment of any such Conditional Permitted Special Dividend and attached franking credits in the hands of those beneficiaries will depend on the flow-through status of the trust and tax status of those beneficiaries. Beneficiaries of trusts that hold Intega Shares should seek their own independent advice.

For Intega Shareholders to be assessed on any franking credits attached to any Conditional Permitted Special Dividend declared and paid by Intega and to be eligible for the tax offset or tax loss associated with any franking credit attached to any such Conditional Permitted Special Dividend, those Intega Shareholders must be considered to be 'qualified persons'. For Intega Shareholders to be considered to be 'qualified persons' in relation to any Conditional Permitted Special Dividend declared and paid by Intega, Intega Shareholders must have held their Intega Shares 'at risk' for a continuous period of at least 45 days (not including the date of acquisition or the date of disposal of the Intega Shares) within the relevant 'qualification period'.

An Intega Shareholder will not be considered to have held their Intega Shares 'at risk' where that Intega Shareholder holds 'positions' (such as options or other hedging instruments and arrangements) which materially diminish the risk of loss or opportunities for gains in respect of those Intega Shares by more than 70%. In the context of the Scheme, Intega Shareholders will no longer hold their Intega Shares at risk from the Scheme Record Date.

In the context of the Scheme, Intega Shareholders (who do not have other 'positions') should be considered to be qualified persons where they hold their Intega Shares at risk for a continuous period of at least 45 days during the 'primary' qualification period, being the period starting the day after the Intega Shareholder acquired their Intega Shares and ending 45 days after the day the Intega Shares become ex-dividend (the **45 day holding period**).

For illustrative purposes, if a Scheme Record Date of 31 March 2022 is assumed, it is expected that Intega Shareholders that acquire their Intega Shares on or after 14 February 2022 would not be entitled to a tax offset for any franking credits attached to any Conditional Permitted Special Dividend paid on 30 March 2022. In such a case, Intega Shareholders who acquired their Intega Shares on or before 13 February 2022 should seek their own independent advice to confirm that they have satisfied the 45 day holding period in order to access the tax offset for the franking credits attached to any such Permitted Special Dividend.

Where an Intega Shareholder's entitlement to all franking credits (i.e. from all sources) for the income year is below \$5,000, the Intega Shareholder should not need to meet the 45 day holding period rule to be entitled to a refund of franking credits under this Scheme.

### 10.3 Non-resident Intega Shareholders

The comments in this Section 10.3 apply to Intega Shareholders who are not residents of Australia for income tax purposes.

#### (a) Australian tax treatment of the disposal of Intega Shares

##### *Capital Gains Tax Consequences*

Intega Shareholders who are not residents of Australia for income tax purposes and do not hold their Scheme Shares through a permanent establishment in Australia should be able to disregard any capital gain or capital loss that would otherwise arise from the disposal of their Scheme Shares, unless their Scheme Shares constitute 'Taxable Australian Property', as defined for Australian income tax purposes at the Scheme Implementation Date.

Specifically, Taxable Australian Property includes an indirect interest in Australian real property held through an interest in an entity that satisfies both of the following two tests:

- **Non-portfolio interest test:** where the shareholder, on an associate inclusive basis, owns at least 10% of the Australian company at the time of disposal (or throughout a 12 month period within the period commencing 24 months before the time of disposal) (**(Non-Portfolio Interest Test)**);
- **Principal asset test:** where more than 50% of the market value of the company's underlying assets is referable to direct or indirect interests in Australian real property (**(Principal Asset Test)**).

The Intega Directors are of the view that, as at the date of this Scheme Booklet, the interests Intega holds in Australian real property should not exceed 50% of the value of Intega's total assets and the Intega Directors expect that this will remain the position as at the Scheme Implementation Date. If this remains the position at Scheme Implementation Date, then the Scheme Shares are not expected to constitute Taxable Australian Property and consequently, no Australian CGT should apply on the disposal by any non-resident Intega Shareholder.

Non-resident shareholders should also consider the taxation implications of the disposal of their Scheme Shares in their territory of residence.

##### *Foreign Resident Capital Gains Withholding (FRCGW)*

The FRCGW regime can impose a 12.5% 'withholding' obligation (calculated by reference to the purchase price) on the purchasers of certain assets (including shares which are 'indirect Australian real property interests' as defined in the income tax legislation) in certain circumstances.

On the basis that less than 50% of the market value of Intega's assets is attributable to direct and indirect interests in 'taxable Australian real property' (as defined in the income tax legislation), the FRCGW regime should not apply to Kiwa Nominee's acquisition of Scheme Shares from an Intega Shareholder under the Scheme.

Kiwa Nominee may request any non-resident Intega Shareholder or any Intega Shareholder who satisfies the Non-Portfolio Interest Test to provide a 'Foreign resident capital gains withholding – vendor declaration'. The completion of this declaration by an Intega Shareholder confirms that the Intega Shareholder's Scheme Shares are not indirect Australian real property interests and is a declaration that may be relied on by Kiwa Nominee.

#### **(b) Australian tax treatment of the Conditional Special Dividend**

In the event that any Conditional Permitted Special Dividend that is declared and paid by Intega is fully franked, there should be no Australian dividend withholding tax applied to the Conditional Permitted Special Dividend.

Where any Conditional Permitted Special Dividend that is declared and paid by Intega is not fully franked, Australian dividend withholding tax may be applied on any unfranked portion of the Conditional Permitted Special Dividend. Any withholding tax will be withheld by Intega on payment of any such Conditional Permitted Special Dividend to the non-resident Intega Shareholder and remitted directly to the ATO on their behalf.

The rate of withholding tax applied will depend on whether the non-resident Intega Shareholder is resident of a country that has a double tax treaty with Australia. Where no favourable double tax treaty rate is available, the Australian domestic withholding tax rate of 30% will apply on the portion of any Conditional Permitted Special Dividend declared and paid by Intega which is unfranked.

Dividend withholding tax is a 'final' tax for Australian income tax purposes. Accordingly, to the extent that any Conditional Permitted Special Dividend that is declared and paid by Intega has been subject to withholding tax, it will be excluded from the non-resident Intega Shareholders Australian assessable income.

Non-resident Intega Shareholders should seek independent professional advice in relation to their own particular circumstances, including in respect of taxation in the jurisdiction where they are resident.

#### **10.4 Stamp duty**

There should be no stamp duty (including landholder duty) payable by Intega Shareholders on the disposal of their Scheme Shares under the Scheme.

#### **10.5 GST**

No GST should be payable by Intega Shareholders on the disposal of Scheme Shares under the Scheme. The acquisition and disposal of shares in a company is a financial supply which is an input taxed supply and therefore not subject to GST. The acquisition of shares in a company is also not a creditable acquisition for GST purposes.

GST may be imposed on taxable supplies (if any) obtained by Intega Shareholders from third party suppliers (such as legal advisors) in connection with the Scheme and those suppliers may 'gross up' their invoice for GST. The entitlement of an Intega Shareholder to claim input tax credits for the GST gross up on these acquisitions (if any) may be restricted. GST registered Intega Shareholders should seek their own professional tax advice in this regard.

## 11 Additional information

### 11.1 Relevant Interests of Intega Directors in Intega Shares

The table below lists the Relevant Interests of Intega Directors in Intega Shares as at the date of this Scheme Booklet.

Intega Director	Position as at the date of this Scheme Booklet	Intega Shares in which Intega Director has a Relevant Interest
Mr Neville Buch	Non-executive Intega Director and Chairman	Nil
Mr Michael Thomas Alscher	Non-executive Intega Director and Deputy Chairman	Nil
Mr Jeffrey Ian Forbes	Non-executive Intega Director	148,619 <sup>17</sup>
Mr Steven Sherman	Non-executive Intega Director	Nil
Mr Matthew Gerard Courtney	Intega Group Chief Executive Officer and Managing Director	191,097 <sup>18</sup>

Intega Directors who hold Intega Shares will be entitled to vote at the Scheme Meeting and receive the Scheme Consideration along with the other eligible Intega Shareholders.

Each Intega Director who holds Intega Shares intends to vote, or cause to be voted, all Intega Shares that he holds or Controls in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders.

### 11.2 Interests of Intega Directors in Intega Performance Rights and Intega Options

Set out below is a table which shows the Intega Performance Rights and Intega Options held by Mr Matthew Courtney, Intega Group Chief Executive Officer and Managing Director. No other Intega Director holds any Intega Performance Rights or Intega Options.

Type of security	Number held
Intega Performance Right	1,028,040
Intega Option	594,059

The Intega Performance Rights and Intega Options held by Mr Courtney identified in the table above will be treated as described in Section 11.3 below in connection with the Scheme.

### 11.3 Treatment of Intega Performance Rights and Intega Options in connection with the Scheme

Intega has entered into a cancellation deed with each of the 8 employees of the Intega Group who hold Intega Performance Rights and/or Intega Options (**Incentive Securityholders**) (including Mr Matthew Courtney, Managing Director and Chief Executive Officer of Intega) in respect of the 4,297,760 Intega Performance Rights and 1,584,157 Intega Options on issue as at the date of this Scheme Booklet (**Incentive Security Cancellation Deeds**). Under the Incentive Security Cancellation Deeds, subject to the Scheme becoming Effective, the Incentive Securityholders agree to have all of the Intega Performance Rights and/or Intega Options that they hold cancelled on the Scheme Implementation Date in return for a cash amount equal to:

- the face value of each Intega Performance Right (being the Scheme Consideration per Intega Share into which the Intega Performance Right would convert if that Intega Performance Right vested) and/or Intega Option (being the Scheme Consideration per Intega Share into which the Intega Option would convert if that Intega Option vested, less the exercise price in respect of that Intega Option); plus
- for certain Incentive Securityholders, an additional amount determined by the Intega Board, which the Intega Board determined was appropriate in the circumstances, having regard to the Scheme Consideration and the status of the vesting conditions attached to, and applicable exercise price for, the relevant Incentive Securityholder's Intega Performance Rights and/or Intega Options, as well as the relevant Incentive Securityholder's role in the Intega Group and the fact that Intega will not issue a new tranche of Intega Performance Rights in respect of the financial year ending 30 June 2022 (as it would have in the ordinary course) if the Scheme becomes Effective,

(**Incentive Security Cancellation Consideration**).

<sup>17</sup> These Intega Shares represent 0.04% of the Intega Shares on issue as at the date of this Scheme Booklet and are held by Raintree Terraces Pty Limited as trustee for the Forbes Superannuation Fund. Mr Jeffrey Forbes is a director, company secretary and shareholder of Raintree Terraces Pty Limited and a beneficiary of the Forbes Superannuation Fund.

<sup>18</sup> These Intega Shares represent 0.05% of the Intega Shares on issue as at the date of this Scheme Booklet and are held by Mr Courtney's spouse.



Intega has applied for, and ASX has granted, a waiver from ASX Listing Rule 6.23.2 to enable Intega to cancel the 4,297,760 Intega Performance Rights and 1,584,157 Intega Options on issue under the Incentive Security Cancellation Deeds for the consideration described above.

If the Scheme becomes Effective, the aggregate Incentive Security Cancellation Consideration payable by Intega to all of the Incentive Securityholders under the Incentive Security Cancellation Deeds is approximately \$6,140,000. Of this aggregate amount, Mr Matthew Courtney, Intega Group Chief Executive Officer and Managing Director, will receive Incentive Security Cancellation Consideration of \$2,500,000 (if the Scheme becomes Effective).

#### 11.4 Marketable securities in Kiwa and Kiwa Nominee held by, or on behalf of, Intega Directors

As at the date of this Scheme Booklet, no marketable securities in Kiwa or Kiwa Nominee are held by, or on behalf of, any Intega Directors.

#### 11.5 Interests of Intega Directors in contracts of Kiwa and Kiwa Nominee

As at the date of this Scheme Booklet, no Intega Director has an interest in any contract entered into by Kiwa or Kiwa Nominee.

#### 11.6 Other interests of Intega Directors

##### (a) Interests of Intega Directors

As at the date of this Scheme Booklet, no Intega Director has any interest, whether as a director, member or creditor of Intega or otherwise, which is material to the Scheme, other than:

- (i) in their capacity as a holder of Intega Shares (and, in the case of Mr Matthew Courtney, Intega Group Chief Executive Officer and Managing Director, Intega Performance Rights and Intega Options, as described in Section 11.3 above);
- (ii) in respect of the Intega Directors who are nominees of the Crescent Capital Partners Shareholders, as described in Section 11.6(b) below;
- (iii) in connection with the D&O Deeds, as described in Section 11.6(c); and/or
- (iv) as otherwise disclosed in this Scheme Booklet.

##### (b) Interests of nominees of Crescent Capital Partners Shareholders

As previously disclosed to Intega Shareholders, Mr Neville Buch, Non-executive Intega Director and Chairman of the Intega Board, and Mr Michael Thomas Alscher, Non-executive Intega Director and Deputy Chairman of the Intega Board, are nominee directors of the Crescent Capital Partners Shareholders, which, as at the date of this Scheme Booklet, together hold 217,946,359 Intega Shares (representing 52.10% of all Intega Shares on issue) and have notified the Intega Board in writing that they intend to vote all Intega Shares held by them in favour of the Scheme, in the absence of a superior proposal.<sup>19</sup>

Mr Alscher is the Managing Partner, and Mr Buch is a Partner of Crescent Capital Partners, which, through its wholly-owned subsidiary, Crescent Capital Partners Management, manages the fund that owns each Crescent Capital Partners Shareholder (**Crescent Capital Partners Fund V**). Mr Alscher and Mr Buch each have an indirect, minority interest in Crescent Capital Partners Specific Trust VB, which, as at the date of this Scheme Booklet, has a Relevant Interest in 7,526,474 Intega Shares (representing 1.80% of the Intega Shares on issue). Separately, as part of its fund management arrangements, Crescent Capital Partners Management and its affiliates may be entitled to receive performance fees based on the overall performance of Crescent Capital Partners Fund V. If those performance fees become payable, each of Mr Alscher and Mr Buch may indirectly share in those fees.

##### (c) D&O Deeds

Intega has entered into deeds of indemnity, insurance and access with the Intega Directors on customary terms (**D&O Deeds**). Under the Scheme Implementation Deed, Kiwa must:

- (i) ensure that, pursuant to D&O Deeds and Intega's obligations under them, the Intega Directors have the benefit of directors' and officers' insurance cover on terms at least as favourable as the terms of such insurance cover in place on the date of the Scheme Implementation Deed, from a reputable insurer (**D&O Insurance Cover**) for a 7-year period commencing on the Scheme Implementation Date (**Insured Period**);
- (ii) provide confirmation that D&O Insurance Cover is in place if requested by any Intega Director during the Insured Period; and
- (iii) do all things reasonably necessary to enforce the benefits of such insurance cover as and when reasonably required by an Intega Director.

<sup>19</sup> As noted in Section 7.7, in addition to the 217,946,359 Intega Shares that the Crescent Capital Partners Shareholders together hold as at the date of this Scheme Booklet (representing 52.10% of the Intega Shares on issue), as disclosed in the Crescent Capital Partners Shareholders' substantial holder notice dated 27 April 2021, the Crescent Capital Partners Shareholders are also deemed to have Voting Power in a further 10,945,524 Intega Shares held by a nominee of FSS Trustee Corporation (ACN 118 202 672) (representing approximately 2.62% of all Intega Shares on issue as at the date of this Scheme Booklet).



## 11.7 Agreements or arrangements with Intega Directors

Other than an Incentive Security Cancellation Deed or as otherwise described in this Scheme Booklet, as at the date of this Scheme Booklet, there is no agreement or arrangement made between any Intega Director and any other person, including any Kiwa Group Member, in connection with or conditional upon the outcome of the Scheme.

## 11.8 Payments and other benefits to directors, secretaries or executive officers of Intega

As at the date of this Scheme Booklet, no payment or other benefit is proposed to be made or given to a director, secretary or executive officer of Intega or any member of the Intega Group as compensation for loss of, or as consideration for or in connection with their retirement from, office in Intega or any member of Intega Group as a result of the Scheme.

## 11.9 Key terms of the Scheme Implementation Deed

On 3 October 2021, Intega and Kiwa entered into the Scheme Implementation Deed, under which Intega agreed to propose and implement the Scheme and Kiwa agreed to assist Intega to propose and implement the Scheme.

A summary of the key terms of the Scheme Implementation Deed is set out below. A copy of the Scheme Implementation Deed was released to the ASX by Intega on Monday, 4 October 2021 and is also available on Intega's website ([www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/)).

### (a) Conditions Precedent

The Scheme Implementation Deed provides that the Scheme will not become Effective until and unless the Conditions Precedent summarised in Section 6.3 are satisfied (or, if applicable, waived).

### (b) Intega Directors' recommendation of the Scheme to Intega Shareholders

Intega must use its reasonable endeavours to ensure that:

- (i) each Intega Director recommends that Intega Shareholders vote in favour of the Scheme at the Scheme Meeting, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders (**Recommendation**), unless any of the circumstances set out in Sections 11.9(b)(ii)(A) to 11.9(b)(ii)(C) (inclusive) below apply; and
- (ii) no Intega Director withdraws, adversely changes, adversely modifies or adversely qualifies his or her Recommendation unless:
  - (A) Intega has received a Competing Proposal and the Intega Board has determined, after the matching right process described in Section 11.9(d)(vi) below has been complied with, that the Competing Proposal constitutes a Superior Proposal;
  - (B) the Independent Expert concludes in the Independent Expert's Report (or any update or variation to the Independent Expert's Report) that the Scheme is not in the best interests of Intega Shareholders; or
  - (C) the adverse change, withdrawal, adverse modification or adverse qualification in respect of an Intega Director's Recommendation occurs because of a requirement of a court, ASIC or the Takeovers Panel that the relevant Intega Director abstains from making a recommendation that, or as to whether, Intega Shareholders vote in favour of the Scheme.

### (c) Obligations to implement the Scheme

Each of Intega and Kiwa must, acting in good faith, take all steps reasonably necessary or desirable to implement the Scheme. Each of Intega and Kiwa must also use reasonable endeavours to ensure that Scheme is implemented in accordance with the indicative timetable set out in the Scheme Implementation Deed.

### (d) Exclusivity

Under the Scheme Implementation Deed, Intega is subject to certain customary exclusivity obligations, including "no shop", "no talk", "no due diligence" and notification obligations, and matching rights in favour of Kiwa in respect of Competing Proposals. These provisions are set out in clause 8 of the Scheme Implementation Deed and are summarised below.

- (i) (**No shop restriction**) From the date of the Scheme Implementation Deed until the earlier of the termination of the Scheme Implementation Deed in accordance with its terms and the End Date (**Exclusivity Period**), Intega must not:
  - (A) solicit, invite or initiate any Competing Proposal;
  - (B) solicit, invite or initiate any enquiry, expression of interest, offer, proposal, negotiations, agreement, discussion or other communication by any Third Party in relation to, or which would reasonably be expected to lead to the making of, or with a view to obtaining, a Competing Proposal; or
  - (C) communicate any intention to do any of the things listed in paragraph (A) or paragraph (B) above.

- (ii) **(No talk restriction)** During the Exclusivity Period, subject to the Fiduciary Exception, Intega must not, directly or indirectly,
- (A) respond to or facilitate any enquiry, expression of interest, offer, proposal, discussion or other communication by any Third Party in relation to, or which would reasonably be expected to lead to the making of, a Competing Proposal;
  - (B) participate in or continue any negotiations or discussions with any Third Party with respect to any enquiry, expression of interest, offer, proposal, discussion or other communication by any Third Party in relation to, or which would reasonably be expected to lead to the making of, a Competing Proposal;
  - (C) negotiate or enter into, any agreement, arrangement or understanding regarding a Competing Proposal; or
  - (D) communicate to any Third Party any intention to do any of the things referred to in paragraph (A) to paragraph (C) (inclusive) above.
- (iii) **(No due diligence restriction)** During the Exclusivity Period, subject to the Fiduciary Exception, Intega must not, directly or indirectly:
- (A) facilitate or permit any Third Party to undertake due diligence investigations in respect of the Intega Group or any of its businesses and operations in connection with such Third Party formulating, developing or finalising a Competing Proposal;
  - (B) provide or make available to a Third Party (other than a Government Agency and other than as required by law or the ASX Listing Rules) any material non-public information about the business or operations of the Intega Group **(Non-Public Information)** with a view to obtaining or which would reasonably be expected to lead to the making of a Competing Proposal (including, without limitation, providing such information for the purposes of the conduct of due diligence investigations in respect of Intega); or
  - (C) communicate to any Third Party any intention to do any of the things referred to in paragraph (A) or paragraph (B) above.
- (iv) **(Notification obligation)** During the Exclusivity Period, subject to the Fiduciary Exception, Intega must notify Kiwa within 48 hours after Intega becomes aware of any:
- (A) proposal made to, or received by, Intega in respect of any exploration or completion of a Competing Proposal (or which is otherwise, of itself, a Competing Proposal) or that the Intega Board reasonably believes is in connection with a Third Party formulating, developing or finalising a Competing Proposal;
  - (B) negotiations, discussions or other communications, or approach, in respect of any enquiry, expression of interest, offer or proposal in relation to a Competing Proposal or in respect of which the Target Board reasonably believes is in connection with a Third Party formulating, developing or finalising a Competing Proposal; or
  - (C) provision by Intega of any Non-Public Information to a Third Party in connection with a Competing Proposal or that the Target Board reasonably believes is in connection with a Third Party formulating, developing or finalising a Competing Proposal,
- (each, a **Notifiable Proposal**), and that notice must set out (to the extent known by Intega), the material terms of the Notifiable Proposal (including, but not limited to, price, form of consideration, proposed timing, conditions precedent, any break fee and financing and due diligence requirements and, subject to the Fiduciary Exception, the identity of the proposed acquirer).
- (v) **(Fiduciary Exception)** Intega's "no-talk", "no due diligence" and "notification" (in respect of Intega's obligation to provide the identity of the proposed acquirer only) obligations described above do not apply to the extent that they restrict Intega (or its representatives) or any Intega Director from taking or refusing to take any action with respect to an actual, proposed or potential Competing Proposal if:
- (A) the actual, proposed or potential Competing Proposal is bona fide;
  - (B) the Intega Board, acting in good faith, has determined: (1) after consultation with Target's Financial Advisers and Target's reputable external Australian legal advisers specialising in the area of corporate law, that the actual, proposed or potential Competing Proposal is or could be reasonably expected to lead to a Superior Proposal; and (2) after receiving written advice from Intega's reputable external Australian legal advisers specialising in the area of corporate law, that failing to take the action or refusing to take the action (as the case may be) with respect to the actual, proposed or potential bona fide Competing Proposal (as the case may be) would, or would be reasonably likely to, constitute a breach of the fiduciary or statutory duties of the Intega Directors; and
  - (C) the actual, proposed or potential Competing Proposal (as the case may be) was not brought about by a breach of Intega's "no shop" obligations described above,
- (the **Fiduciary Exception**).

(vi) **(Kiwa matching right)** Intega must:

- (A) Not enter into any agreement, arrangement or understanding pursuant to which a Third Party or Intega proposes to undertake, implement or give effect to a Competing Proposal; and
- (B) subject to any change of Recommendation by one or more Intega Directors that is permitted under the Scheme Implementation Deed (as described in Section 11.9(b)(ii) above), use its reasonable endeavours to ensure that no Intega Director, in connection with a Competing Proposal, publicly:
  - (1) withdraws, adversely changes, adversely modifies or adversely qualifies his or her Recommendation;
  - (2) recommends, supports or endorses the Competing Proposal; or
  - (3) recommends against the Transaction,
 or makes any public statement to the effect that he or she may do so at a future point,

unless,

- (C) the Competing Proposal is a Superior Proposal;
- (D) Intega has notified Kiwa of the material terms of the Competing Proposal, including the material terms and conditions of the Competing Proposal (including, but not limited to, price, form of consideration, proposed timing, conditions precedent, any break fee and financing and due diligence requirements), in each case to the extent known by Intega;
- (E) Intega has given Kiwa at least 72 hours after provision of the notice referred to above **(Kiwa Counterproposal Deadline)** to announce or otherwise propose or provide to Intega a counter-proposal to the Competing Proposal **(Kiwa Counterproposal)**; and
- (F) either: (1) Kiwa has not announced or otherwise proposed or provided to Intega a Kiwa Counterproposal before the Kiwa Counterproposal Deadline; or (2) if Kiwa has announced or otherwise proposed or provided to Intega a Kiwa Counterproposal before the Kiwa Counterproposal Deadline, then the process below has been complied with in respect of that Kiwa Counterproposal.

If Kiwa announces or otherwise proposes or provides to Intega a Kiwa Counterproposal before the Kiwa Counterproposal Deadline, Intega must procure that the Intega Board promptly considers the Kiwa Counterproposal and, determines whether the Kiwa Counterproposal would provide an outcome or value that is equivalent or more favourable for Intega Shareholders (as a whole) than the Competing Proposal, taking into account all terms and conditions and other aspects of the Kiwa Counterproposal and the Competing Proposal **(Superior Kiwa Counterproposal)**, such determination to be made by the Intega Board within 3 Business Days of receipt of the Kiwa Counterproposal.

If the Intega Board determines that a Kiwa Counterproposal is a Superior Kiwa Counterproposal, then:

- (G) Intega must promptly, and in any event within 48 hours, notify Kiwa of the determination in writing; and
- (H) Intega and Kiwa must use their best endeavours to agree any amendments to the Scheme Implementation Deed (and any other transaction documents required) and the contents of the Scheme Booklet which are reasonably necessary to reflect and document the Superior Kiwa Counterproposal and, once agreed:
  - (1) Intega and Kiwa must enter into an appropriate amending deed (and any other transaction documents required) to give effect to those amendments; and
  - (2) Intega must use its best endeavours to ensure that the Intega Board recommends the Kiwa Counterproposal to Intega Shareholders and does not recommend the applicable Competing Proposal,

in each case as soon as reasonably practicable.

If the Target Board determines that a Kiwa Counterproposal is not a Superior Bidder Counterproposal, then:

- (I) Intega must promptly, and in any event within 48 hours, notify Kiwa of the determination in writing and state the reasons for that determination; and
- (J) Kiwa may take steps to amend the Kiwa Counterproposal to address the reasons given within a further 48 hours, and Kiwa does so to the Intega Board's satisfaction, then the process for the Intega Board's consideration of a Kiwa Counterproposal described above applies to that amended Kiwa Counterproposal.

### (e) Break Fee and limitation of Intega's liability

The Break Fee provisions are set out in clause 9 of the Scheme Implementation Deed. In summary, Intega must pay to Kiwa a break fee of an amount equal to 1% of the aggregate Scheme Consideration payable for all of the Scheme Shares under the Scheme (**Break Fee**) (which is approximately \$3.76 million) if:

- (i) during the Exclusivity Period, any Intega Director:
  - (A) publicly fails to recommend the Scheme in the manner described in Section 11.9(b)(i) above;
  - (B) publicly withdraws, adversely changes, adversely modifies, adversely qualifies his Recommendation; or
  - (C) makes any public statement:
    - (1) supporting, endorsing or recommending a Competing Proposal;
    - (2) to the effect that he no longer supports the Scheme; or
    - (3) otherwise indicating that he no longer recommends the Scheme or recommends that Intega Shareholders accept or vote in favour of a Competing Proposal that is announced (whether or not such proposal is stated to be subject to any pre-conditions) during the Exclusivity Period,

in each case provided that Kiwa has also validly issued a notice to terminate the Scheme Implementation Deed in accordance with the provisions of the Scheme Implementation Deed (unless the Scheme Implementation Deed has already been terminated by Intega), except in the following circumstances:

  - (1) the Independent Expert concludes in the Independent Expert's Report (or any update or variation to the Independent Expert's Report) that the Scheme is not in the best interests of Intega Shareholders, except where the Independent Expert's opinion is due wholly or partly to the existence, announcement or publication of a Competing Proposal or Superior Proposal;
  - (2) where the failure to make a Recommendation, or the adverse change, withdrawal, adverse modification or adverse qualification of a Recommendation is because of a requirement of a court of competent jurisdiction, ASIC or the Takeovers Panel that the relevant Intega Director abstains from making a recommendation that, or as to whether, Intega Shareholders vote in favour of the Scheme after the date of this deed; or
  - (3) in circumstances where Intega is entitled to and has validly issued a notice to terminate the Scheme Implementation Deed because Kiwa has committed a material breach of the Scheme Implementation Deed (including a material breach of a warranty) which is material in the context of the Scheme taken as a whole and is not remedied within 10 Business Days of notification of the breach by Intega;
- (ii) at any time before the End Date (or, if earlier, the date the Scheme Implementation Deed is terminated in accordance with its terms) a Competing Proposal is publicly announced and, within 6 months after that occurring, a third party (either alone or together with one or more of its Associates):
  - (A) completes a Competing Proposal (subject to certain exceptions); or
  - (B) otherwise acquires a Relevant Interest in, or becomes the holder of, or otherwise acquires, directly or indirectly, 50% or more of Intega Shares and that acquisition is (or becomes) unconditional; or
- (iii) Kiwa has terminated the Scheme Implementation Deed because Intega has committed a material breach of the Scheme Implementation Deed (including a material breach of a warranty described in Section 11.9(f) below) which is material in the context of the Scheme taken as a whole and the breach was not remedied within 10 Business Days of notification of the breach by Kiwa, and the Scheme is not implemented.

The Intega Board considers the Break Fee to represent a genuine and reasonable pre-estimate of the costs that would be incurred by Kiwa in pursuing the Scheme, and believes that it is appropriate in the circumstances for Intega to agree to the Break Fee provisions summarised in this Section 11.9(e) in order to secure the participation of Kiwa in the Scheme.

If Intega pays the Break Fee to Kiwa (or the Break Fee would be payable if Kiwa made a written demand for its payment in accordance with the Scheme Implementation Deed), then:

- (iv) Kiwa cannot make any claim against Intega in relation to any event or occurrence referred to paragraphs (i) to (iii) (inclusive) above; and
- (v) Intega has no further liability to Kiwa under the Scheme Implementation Deed other than in respect of payment of the Break Fee.

In addition, the maximum aggregate liability of Intega under or in connection with this the Scheme Implementation Deed is the Break Fee and in no event will the aggregate liability of Intega under or in connection with the Scheme Implementation Deed or the Scheme exceed the Break Fee.

**(f) Representations and warranties**

Each of Intega and Kiwa has given representations and warranties to the other which are customary for an agreement of this kind. These representations and warranties are set out in Schedule 6 (in the case of Kiwa) and Schedule 7 (in the case of Intega) of the Scheme Implementation Deed.

Intega has also provided certain representations and warranties relating to its business under the Scheme Implementation Deed for the purpose of enabling Kiwa to obtain warranty and indemnity insurance in respect of those representations and warranties (**W&I Representations and Warranties**). These representations and warranties are set out in Schedule 8 of the Scheme Implementation Deed.

**(g) Termination rights**

The termination rights of Intega and Kiwa are set out in clause 12 of the Scheme Implementation and are summarised below.

- (i) Either party may terminate the Scheme Implementation Deed if:
  - (A) a Condition Precedent has not been satisfied or, if applicable, waived and, in certain circumstances, Intega and Kiwa are unable to agree on a course of action (after complying with their respective obligations in this respect under the Scheme Implementation Deed); or
  - (B) the other party commits a material breach of the Scheme Implementation Deed (including a material breach of a warranty described in Section 11.9(f) above) which is material in the context of the Scheme taken as a whole and is not remedied within 10 Business Days of notification of the breach by the non-breaching party (however, Kiwa does not have any termination rights in respect of any breach by Intega of a W&I Representation and Warranty); or
  - (C) without limiting the above, the Effective Date has not occurred, or will not occur, on or before the End Date.
- (ii) Kiwa may terminate the Scheme Implementation Deed if, in any circumstances, any of Intega Director:
  - (A) publicly fails to recommend the Scheme in the manner described in Section 11.9(b)(i) above;
  - (B) publicly withdraws, adversely changes, adversely modifies, or adversely qualifies their Recommendation; or
  - (C) makes any public statement:
    - (1) supporting, endorsing or recommending a Competing Proposal;
    - (2) to the effect that he no longer supports the Scheme; or
    - (3) otherwise indicating that he no longer recommends the Scheme or recommends that Intega Shareholders accept or vote in favour of a Competing Proposal that is announced (whether or not such proposal is stated to be subject to any pre-conditions) during the Exclusivity Period.

for any reason and whether or not permitted to do so under the Scheme Implementation Deed (other than, in respect of any Intega Director, because of a requirement of a court of competent jurisdiction, ASIC or the Takeovers Panel that the relevant Intega Director abstains from making a recommendation that, or as to whether, Intega Shareholders vote in favour of the Scheme after the date of this deed).
- (iii) Intega may also terminate the Scheme Implementation Deed at any time before the Delivery Time in the circumstances described in paragraph (ii) above applies in respect of a majority of the Intega Directors.
- (iv) Intega and Kiwa may terminate the Scheme Implementation Deed by mutual agreement.

**11.10 Status of Regulatory Conditions Precedent**

**(a) Status of FIRB Condition Precedent**

It is a Condition Precedent to the Scheme becoming Effective that Kiwa has received written notice by or on behalf of the Treasurer advising that the Commonwealth Government has no objections to the Scheme (or the Treasurer ceases to become entitled to make an order prohibiting the implementation of the Scheme under the FATA) – this is commonly known as “FIRB approval”. As at the date of this Scheme Booklet, the FIRB Condition Precedent (see Section 6.3(g)) remains outstanding.

As at the date of this Scheme Booklet, the Treasurer has not yet provided notice that the Commonwealth Government has no objection to the Scheme under the FATA.

While, as at the date of this Scheme Booklet, Intega is not aware of any circumstances which would cause the FIRB Condition Precedent to not be satisfied, it is possible that the requirement for FIRB approval for the Scheme to proceed may be delayed and that this may result in a delay to the date of the Scheme Meeting and/or implementation of the Scheme.

**(b) Status of HSR Condition Precedent**

It is a Condition Precedent to the Scheme becoming Effective that the waiting period applicable to the Scheme under the HSR Act has expired or been terminated. Intega expects that Intega and Kiwa will make the filing required under the HSR Act in relation to the Transaction shortly after the date of this Scheme Booklet, at which time the mandatory 30 day “waiting period” under the HSR Act (during which the Transaction must not be implemented) commenced. This waiting period allows the US Department of Justice (**DOJ**) and Federal Trade Commission (**FTC**), the two US federal agencies charged with competition/antitrust enforcement, time to review the Transaction and determine whether it raises any anti-competitive concerns.

If the DOJ or the FTC believes that the Transaction may raise anti-competitive concerns, it will issue a second information request seeking more information about the Transaction. The issuance of such a second request automatically institutes a second 30-day waiting period. Upon the completion of the second 30-day waiting period, the HSR Condition Precedent will be satisfied and the Transaction may be implemented. However, if the DOJ or the FTC does not issue such a second request before the end of the initial 30-day waiting period, the HSR Condition Precedent will be satisfied at the end of that initial 30-day waiting period.

### 11.11 Transaction costs

Each of the persons named in Section 11.13(a) below as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Scheme Booklet will be entitled to receive professional fees for those professional, advisory or other services (as applicable). If the Scheme is implemented, Intega expects to pay an aggregate of approximately \$8 million (excluding GST) in transaction costs in connection with the Scheme, which includes:

- (a) fees and expenses for professional services paid or payable to:
  - (i) Greenhill for acting as financial adviser to Intega;
  - (ii) Gilbert + Tobin for acting as legal adviser to Intega;
  - (iii) PwC for acting as tax adviser to Intega;
  - (iv) Computershare for acting as the Intega Share Registry; and
  - (v) Lonergan Edwards for acting as Independent Expert; and
- (b) other fees and expenses associated with the Court proceedings, Scheme Booklet design, printing and distribution, convening and holding the Scheme Meeting and other general and administrative expenses relating to the Scheme.

If the Scheme is not implemented, Intega expects to pay an aggregate of approximately \$3 million (excluding GST) in transaction costs in connection with the Scheme, being costs that have already been incurred as at the date of this Scheme Booklet or are expected to be incurred even if the Scheme is not implemented (but excluding any Break Fee that may be payable by Intega – see Section 11.9(e) for information on the circumstances in which a Break Fee may be payable by Intega).

### 11.12 Regulatory relief, confirmations and waivers

Intega has applied for, and ASX has granted, a waiver from ASX Listing Rule 6.23.2 to enable Intega to cancel the 4,297,760 Intega Performance Rights and 1,584,157 Intega Options on issue under the Incentive Security Cancellation Deeds for the Incentive Security Cancellation Consideration, as described in Section 11.3 above.

### 11.13 Consents provided in relation to information in this Scheme Booklet

#### (a) Consents

The following parties have given, and have not withdrawn before the time of registration of this Scheme Booklet by ASIC, their written consent to be named in this Scheme Booklet in the form and context in which they are named:

- (i) Greenhill as financial adviser to Intega;
- (ii) Gilbert + Tobin as legal adviser to Intega;
- (iii) PwC as taxation adviser to Intega;
- (iv) Lonergan Edwards as Independent Expert; and
- (v) Computershare as the Intega Share Registry.

The Independent Expert has also given, and has not withdrawn before the time of registration of this Scheme Booklet by ASIC, its written consent to the inclusion of its Independent Expert's Report in this Scheme Booklet in the form and context in which it is included and to all references in this Scheme Booklet to the Independent Expert's Report in the form and context in which they appear.

Each of Kiwa and Kiwa Nominee has given and has not withdrawn its consent to be named in this Scheme Booklet and Kiwa has given and has not withdrawn its consent to the inclusion of the Kiwa Group Information in this Scheme Booklet in the form and context in which that information is included.

**(b) Disclaimers**

- (i) No person referred to in Section 11.13(a) above:
  - (A) has authorised or caused the issue of this Scheme Booklet;
  - (B) makes, or purports to make, any statement in this Scheme Booklet or any statement on which a statement in this Scheme Booklet is based, other than:
    - (1) Kiwa in respect of the Kiwa Group Information (on the basis stated in the "Responsibility for information in this Scheme Booklet" subsection of the "Important notices" section at the beginning of this Scheme Booklet);
    - (2) PwC in respect of Section 10 (on the basis stated in the "Responsibility for information in this Scheme Booklet" subsection of the "Important notices" Section at the beginning of this Scheme Booklet);
    - (3) Lonergan Edwards in relation to the Independent Expert's Report (on the basis stated in the "Responsibility for information in this Scheme Booklet" subsection of the "Important notices" Section at the beginning of this Scheme Booklet); and
    - (4) any other statement to the extent the person has provided its consent to the inclusion of that statement in this Scheme Booklet, as referred to in Section 11.13(a) above.
- (ii) To the maximum extent permitted by law, each person referred to in Section 11.13(a) above expressly disclaims all liability in respect of, makes no representation regarding, and takes no responsibility for, any part of this Scheme Booklet, other than as described in this Section 11.13(b)(i)(B) above.

**11.14 No "unacceptable circumstances"**

The Intega Directors believe that the Scheme does not involve any circumstances in relation to the affairs of Intega that could reasonably be characterised as constituting 'unacceptable circumstances' for the purposes of section 657A of the Corporations Act.

**11.15 Electronic copy of this Scheme Booklet**

An electronic version of this Scheme Booklet is available for viewing and downloading online at Intega's website at [www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/).

**11.16 No other material information**

Except as disclosed elsewhere in this Scheme Booklet, so far as the Intega Directors are aware, there is no other information that is:

- (a) material to the making of a decision by Intega Shareholders whether or not to vote in favour of the Scheme Resolution at the Scheme Meeting; and
- (b) known to an Intega Director as at the date of this Scheme Booklet,

which has not previously been disclosed to Intega Shareholders.

**11.17 Supplementary disclosure**

If Intega becomes aware of any of the following between the date this Scheme Booklet and the Second Court Hearing:

- a material statement in this Scheme Booklet is false or misleading in any material respect;
- a material omission from this Scheme Booklet;
- a significant change affecting a matter in this Scheme Booklet; or
- a significant new matter has arisen, and it would have been required to be included in this Scheme Booklet if it had arisen before the date of this Scheme Booklet.

Depending on the nature and timing of the changed circumstances, and subject to obtaining any relevant approvals, Intega may circulate and publish any supplementary document to this Scheme Booklet by:

- making an announcement to the ASX;
- placing an advertisement in a prominently published newspaper which is circulated generally throughout Australia;
- issuing a supplementary document to this Scheme Booklet to Intega Shareholders; or
- posting a statement on Intega's website at [www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/),

as Intega, in its absolute discretion, considers appropriate.



## 12 Glossary

In this Scheme Booklet unless the context otherwise requires:

**\$** means Australian dollars unless otherwise stated.

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

**Associate** has the meaning given to that term in section 12 of the Corporations Act.

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

**ASX Listing Rules** means the official listing rules of ASX from time to time, as modified by any express written waiver or exemption given by ASX.

**ASX Operating Rules** means the market operating rules of ASX, as modified by any express written waiver or exemption given by ASX.

**ASX Settlement** means ASX Settlement Pty Ltd (ACN 008 504 532).

**Break Fee** has the meaning given to that term in Section 11.9(e).

**Business Day** has the meaning given to that term in the ASX Listing Rules.

**Cardno** means Cardno Limited (ACN 108 112 303; ASX:CDD)

**CHES** means the Clearing House Electronic Subregister System, which provides for electronic share transfers in Australia and is operated by ASX Settlement.

**Competing Bidder** means:

- (a) a person other than Kiwa or another Kiwa Group Member and their respective Associates; or
- (b) an Associate of such a person.

**Competing Proposal** means any offer, expression of interest, proposal, agreement, arrangement or transaction, which, if entered into or completed, would result in a Competing Bidder (either alone or together with one or more Associates):

- (a) directly or indirectly acquiring or having the right to acquire:
  - (i) a Relevant Interest in;
  - (ii) a legal, beneficial or economic interest in; or
  - (iii) control of,
 20% or more of Intega Shares.
- (b) acquiring Control of Intega or a Relevant Interest in, or a legal, beneficial or economic interest in, more than 50% of the Intega Shares;
- (c) directly or indirectly acquiring or becoming the holder of, or otherwise acquiring or having a right to acquire a legal, beneficial or economic interest in, or control of, all or a substantial part of the business and assets of Intega or the Intega Group;
- (d) directly or indirectly being stapled with, or merging with, Intega; or
- (e) requiring Intega to abandon, or otherwise fail to proceed with, the Transaction,

whether by takeover bid, scheme of arrangement, shareholder approved acquisition, capital reduction, share or security buy-back or repurchase, the sale, lease or purchase of securities or assets or interests therein, joint venture, reverse takeover bid, dual-listed company structure, recapitalisation, deed of company arrangement, establishment of a new holding company for the Intega Group, or other synthetic merger, or any other means (and each successive material modification or variation of any proposal, agreement, arrangement or transaction in relation to a Competing Proposal will constitute a new Competing Proposal).

**Computershare** means Computershare Investor Services Pty Limited (ACN 078 279 277).

**Conditional Permitted Special Dividend** has the meaning given to that term in Section 5.2(h).

**Conditions Precedent** means the conditions precedent to the Scheme becoming Effective, as summarised in Section 6.3 and set out in full in the Scheme Implementation Deed.

**Control** has the meaning given to that term in section 50AA of the Corporations Act and **Controlled** has the corresponding meaning.

**Corporations Act** means the *Corporations Act 2001* (Cth), as amended from time to time.

**Court** means the Supreme Court of New South Wales or such other court of competent jurisdiction under the Corporations Act as agreed in writing by Intega and Kiwa.

**Crescent Capital Partners** means Capital Partners Holdings Pty Limited.

**Crescent Capital Partners Management** means Crescent Capital Partners Management Pty Ltd (ACN 108 571 820).

**Crescent Capital Partners Fund V** has the meaning given to that term in Section 11.6(b).

**Crescent Capital Partners** Shareholders means:

- (a) CCP Trusco 4 Pty Ltd as trustee for Crescent Capital Partners Designated Trust VA (which, as at the date of this Scheme Booklet, holds 31,383,970 Intega Shares, representing 7.50% of the Intega Shares on issue);
- (b) CCP Trusco 5 Pty Ltd as trustee for Crescent Capital Partners Designated Trust VB (which, as at the date of this Scheme Booklet, holds 35,204,686 Intega Shares, representing 8.42% of the Intega Shares on issue);
- (c) CCP Trusco 1 Pty Ltd as trustee for Crescent Capital Partners Specific Trust VA (which, as at the date of this Scheme Booklet, holds 17,176,317 Intega Shares, representing 4.11% of the Intega Shares on issue);
- (d) CCP Trusco 2 Pty Ltd as trustee for Crescent Capital Partners Specific Trust VB (which, as at the date of this Scheme Booklet, holds 7,526,474 Intega Shares, representing 1.80% of the Intega Shares on issue);
- (e) CCP Trusco 3 Pty Ltd as trustee for Crescent V Co-Investor Trust 1 (which, as at the date of this Scheme Booklet, holds 43,103,470 Intega Shares, representing 10.30% of the Intega Shares on issue); and
- (f) CCP Trusco 3 Pty Ltd as trustee for Crescent V Co-Investor Trust 2 (which, as at the date of this Scheme Booklet, holds 83,551,442 Intega Shares, representing 19.97% of the Intega Shares on issue).

**D&O Deeds** has the meaning given to that term in Section 11.6(c).

**D&O Insurance Coverage** has the meaning given to that term in Section 11.6(c)(i).

**Deed Poll** means the deed poll attached to this Scheme Booklet as Attachment C, which has been executed by Kiwa and Kiwa Nominee in favour of Scheme Shareholders (the key terms of which are summarised in Section 6.1(b)).

**Delivery Time** means, in relation to the Second Court Date, 2 hours before the commencement of the Second Court Hearing (or, if the commencement of the Second Court Hearing is adjourned, the commencement of the adjourned Second Court Hearing).

**DOJ** has the meaning given to that term in Section 11.10(b).

**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 the Scheme.

**Effective Date** means the date on which the Scheme becomes Effective, which is currently expected to be Friday, 10 December 2021.

**Encumbrance** means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.

**End Date** means:

- (a) 6 months after the date of the Scheme Implementation Deed;
- (b) if the Scheme is not implemented on or before 31 December 2021 in the circumstances described in Section 5.2(h), 31 July 2022; or
- (c) such later date as Kiwa and Intega agree in writing.

**Exclusivity Period** has the meaning given to that term in Section 11.9(d)(i).

**Fiduciary Exception** has the meaning given to that term in Section 11.9(d)(v).

**FIRB** means the Australian Foreign Investment Review Board.

**FIRB Condition Precedent** has the meaning given to in clause 6.3(g).

**FTC** has the meaning given to that term in clause 11.10(b).

**Government Agency** means any foreign or Australian government or governmental, semi-governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian. It also includes any self-regulatory organisation established under statute or otherwise discharging substantially public or regulatory functions (including ASIC and the Takeovers Panel).

**Greenhill** means Greenhill & Co. Australia Pty Limited.

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

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

**HSR Act** means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

**HSR Condition** has the meaning given to that term in Section 6.3(f).

**Incentive Security Cancellation Consideration** has the meaning given to that term in Section 11.3.

**Incentive Security Cancellation Deeds** has the meaning given to that term in Section 11.3.

**Incentive Securityholder** has the meaning given to that term in Section 11.3.

**Independent Expert** means Lonergan Edwards.

**Independent Expert's Report** means the report prepared by the Independent Expert in respect of the Scheme, a copy of which is set out in Attachment A to this Scheme Booklet.

**Intega** means Intega Group Limited (ACN 633 194 920).

**Intega Board** means the board of directors of Intega.

**Intega Director** or **your director** means a member of the Intega Board as at the date of this Scheme Booklet.

**Intega Group** means, collectively, Intega and each of its Subsidiaries (and **Intega Group Company** or **Intega Group Member** means any one of them).

**Intega LTIP** means Intega's long-term equity incentive plans in existence as at the date of this Scheme Booklet, which are governed by the Intega LTIP Rules.

**Intega LTIP Rules** means the following rules governing the Intega LTIP:

- (a) the "Performance Equity Plan: Plan Rules" dated August 2019; and
- (b) the "Intega Group Limited Rights Plan Rules", which are stated to be effective from 1 July 2020.

**Intega Options** means an option in respect of an Intega Share issued under the applicable Intega LTIP Rules.

**Intega Performance Rights** means a performance right in respect of an Intega Share issued under the applicable Intega LTIP Rules.

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

**Intega Share Register** means the register of Intega Shareholders maintained in accordance with the Corporations Act.

**Intega Share Registry** means Computershare in its capacity as provider of registry services in respect of the Intega Share Register.

**Intega Shareholder** means a person or entity that is registered in the Intega Share Register as the holder of an Intega Share.

**Intega Shareholder Information Line** means the information line that Intega Shareholders can call if they have any questions or require further information about this Scheme Booklet or the Scheme – the telephone number is 1300 161 432 (within Australia) or +61 3 9415 4063 (outside Australia), Monday to Friday between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time).

**Insurance Period** has the meaning given to that term in Section 11.6(c)(i).

**Kiwa Counterproposal** has the meaning given to that term in Section 11.9(d)(vi)(E).

**Kiwa Counterproposal Deadline** has the meaning given to that term in Section 11.9(d)(vi)(E).

**Kiwa 1** has the meaning given to that term in Section 8.4.

**Kiwa** means Kiwa N.V. (Registration No. 27039108) of Sir Winston Churchill-laan 273, Postbus 70, 2280 AB RIJSWIJK, The Netherlands.

**Kiwa FAQs** means the answers to the following questions in Section 4:

- (a) "Who is Kiwa, Kiwa Nominee and the Kiwa Group?";
- (b) "What are Kiwa's intentions for Intega if the Scheme is implemented?"; and
- (c) "How is Kiwa funding the Scheme Consideration?".

**Kiwa Group** means, collectively, Kiwa and each of its Related Bodies Corporate (which includes Kiwa Nominee) and **Kiwa Group Member** means any one of them.

**Kiwa Group Information** means the information contained in:

- (a) the Kiwa FAQs;
- (b) Section 8 ("Information about Kiwa, Kiwa Nominee and Kiwa Group"); and
- (c) Section 11.13 (to the extent that it relates to the Kiwa Group).

**Kiwa Nominee** means Kiwa Australia 2 Pty Ltd (ACN 654 686 549), which, as stated in Section 8.4, is a wholly-owned subsidiary of Kiwa 1, which in turn is a wholly-owned subsidiary of Kiwa.

**Last Practicable Trading Date** means Thursday, 28 October 2021.

**Lonergan Edwards** means Lonergan Edwards & Associates Limited (ACN 095 445 560).

**Non-Portfolio Interest Test** has the meaning given to that term in Section 10.3.

**Notice of Scheme Meeting** means the notice in relation to the Scheme Meeting, a copy of which is set out in Attachment D to this Scheme Booklet.

**Notifiable Proposal** has the meaning given to that term in Section 11.9(d)(iv).

**Official List** means the Official List of the ASX.

**Official Quotation** means the quotation of securities on the Official List and **Officially Quoted** has a corresponding meaning.

**Online Scheme Meeting Platform** has the meaning given to that term in the "Participation in, and voting at, the Scheme Meeting through the Online Scheme Meeting Platform" subsection of Section 3.

**Principal Asset Test** has the meaning given to that term in Section 10.3.

**PwC** means PricewaterhouseCoopers.

**Regulatory Conditions Precedent** means the FIRB Condition Precedent and the HSR Condition Precedent.

**Related Body Corporate** has the meaning given to that term in section 50 of the Corporations Act.

**Relevant Interest** has the meaning given to that term in sections 608 and 609 of the Corporations Act.

**Requisite Majorities** means, in respect of the Scheme Resolution:

- (a) a majority in number (more than 50%) of eligible Intega Shareholders who are present and voting at the Scheme Meeting (either in person or by proxy, attorney or, in the case of a corporation, its duly appointed corporate representative), unless the Court orders otherwise; and
- (b) at least 75% of the total number of votes cast on the Scheme Resolution by eligible Intega Shareholders.

**Scheme** means a members' scheme of arrangement under Part 5.1 of the Corporations Act between Intega and the Scheme Shareholders under which all of the Scheme Shares will be transferred to Kiwa Nominee and the Scheme Shareholders will be entitled to receive the Scheme Consideration, in the form of Attachment B, together with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to by Intega and Kiwa.

**Scheme Booklet** means this document, being the explanatory statement in respect of the Scheme, which has been prepared by Intega in accordance with section 412 of the Corporations Act.

**Scheme Consideration** means \$0.90 in cash for each Intega Share held by a Scheme Shareholder on the Scheme Record Date.

**Scheme Implementation Date** means the date on which the Scheme is implemented, being the date that is five Business Days after the Scheme Record Date, or such other date as:

- (a) Intega and Kiwa may agree in writing;
- (b) ordered by the Court; or
- (c) may be required by ASX,

and, as at the date of this Scheme Booklet, is expected to be Friday, 17 December 2021.

**Scheme Implementation Deed** means the Scheme Implementation Deed dated 3 October 2021 between Intega and Kiwa (a copy of the Scheme Implementation Deed was released to the ASX by Intega on Monday, 4 October 2021 and is also available on Intega's website ([www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/))).

**Scheme Meeting** means the meeting of Intega Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act to consider the Scheme Resolution, and includes any adjournment of that meeting.

**Scheme Meeting Proxy Form** means the proxy form for the Scheme Meeting, a hard copy of which is set out in Attachment E to this Scheme Booklet.

**Scheme Record Date** means the time and date for determining entitlements to receive the Scheme Consideration, being 7:00pm (Sydney time) / 6:00pm (Brisbane time) on the second Business Day after the Effective Date, or such other date after the Effective Date as Intega and Kiwa may agree in writing, and, as at the date of this Scheme Booklet, is expected to be 7:00pm (Sydney time) / 6:00pm (Brisbane time) on Tuesday, 14 December 2021.

**Scheme Resolution** means the resolution to approve the Scheme to be considered by Intega Shareholders at the Scheme Meeting, as set out in the Notice of Scheme Meeting at Attachment D.

**Scheme Share** means an Intega Share on issue as at the Scheme Record Date.

**Scheme Shareholder** means an Intega Shareholder as at the Scheme Record Date.

**Second Court Date** means the first day on which an application made to the Court by Intega for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard (or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard), with such hearing being the **Second Court Hearing**.

**Security Interest** has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

**Section** means a section of this Scheme Booklet.

**Strategic Review** has the meaning given to that term in Section 5.2(a).

**Superior Kiwa Counterproposal** has the meaning given to that term in Section 11.9(d)(vi).

**Superior Proposal** means a bona fide Competing Proposal which the Intega Board, acting in good faith, determines:

- (a) is capable of being completed in accordance with its terms, taking into account all relevant legal, financial, regulatory and other aspects of the proposal, including the ability of the proposing party to consummate the transactions contemplated by the Competing Proposal; and
- (b) would, if completed substantially in accordance with its terms, be reasonably likely to result in a transaction that is more favourable to Intega Shareholders as a whole than the Transaction, taking into account all of the terms, conditions and other aspects of:
  - (i) the Competing Proposal, including (but not limited to):
    - (A) the identity of the party making the Competing Proposal and the ability of the proponent to complete the transactions contemplated by the Competing Proposal;
    - (B) consideration (including value and type), conditionality, funding, certainty and timing;
    - (C) the probability of the Competing Proposal being completed compared to the Transaction;
    - (D) the views of Intega Shareholders in relation to the Competing Proposal compared to the Transaction; and
    - (E) any other relevant legal, financial, regulatory and other matters; and
  - (ii) the Transaction (including the matters described in paragraph (i) above in respect of the Transaction).

**Takeovers Panel** means the Takeovers Panel constituted under the *Australian Securities and Investments Commission Act 2001* (Cth).

**Third Party** means person other than Kiwa and its Associates.

**Transaction** means the acquisition of all of the Scheme Shares by Kiwa Nominee by means of the Scheme.

**US** means the United States of America.

**Voting Power** has the meaning given to that term in the Corporations Act.

**VWAP** means the volume weighted average price of the relevant shares traded on ASX during the relevant period but does not include any trades which Intega determines to be outside the ordinary course of trading, which may include any "Crossing" transacted outside the "Open Session State" or any "Special Crossing" transacted at any time, each as defined in the ASX Operating Rules, or any overseas trades or trades pursuant to the exercise of options over such shares.

**W&I Representations and Warranties** has the meaning given to that term in Section 11.9(f).

## Attachment A Independent Expert's Report

### LONERGAN EDWARDS & ASSOCIATES LIMITED

ABN 53 095 445 560  
AFS Licence No 246532  
Level 7, 64 Castlereagh Street  
Sydney NSW 2000 Australia  
GPO Box 1640, Sydney NSW 2001

Telephone: [61 2] 8235 7500  
www.lonerganedwards.com.au

The Directors  
Intega Group Limited  
Level 1  
17 Byres Street  
Newstead QLD 4006

2 November 2021

**Subject: Independent Expert's Report on proposed acquisition by way of Scheme**

Dear Directors

#### Introduction

- 1 On 4 October 2021, Intega Group Limited (Intega or the Group) announced that it and Kiwa N.V. (Kiwa) had entered into a Scheme Implementation Deed (SID) under which Kiwa<sup>1</sup> agreed to acquire 100% of the ordinary shares on issue of Intega for a cash price of A\$0.90 per share. The proposed acquisition of the shares is to be implemented via a scheme of arrangement between Intega and its shareholders (the Scheme) and is subject to a number of conditions precedent (as summarised in Section I of our report)<sup>2</sup>.
- 2 The Intega Directors unanimously recommend that Intega shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to an independent expert concluding, and continuing to conclude, that the Scheme is in the best interests of Intega shareholders.
- 3 If the Scheme is approved and implemented, Intega shareholders will receive A\$0.90 cash for each Intega share they hold on the Scheme Record Date.
- 4 If the Scheme is not implemented on or before 31 December 2021 as a result of the Foreign Investment Review Board (FIRB) Condition Precedent not being satisfied (other than as a result of delays in providing FIRB with additional information which were not caused or directly and materially contributed to by Kiwa), under the SID, Intega will become entitled to declare and pay a special dividend which, in aggregate terms, must not exceed the net profit after tax of Intega for the period 1 July 2021 to 31 December 2021 (Conditional Permitted Special Dividend). The maximum aggregate amount of the Conditional Permitted Special Dividend is approximately \$2.3 million (approximately 0.55 cents per share) if the Scheme is implemented in February 2022 and increases by approximately \$2.3 million for each

<sup>1</sup> The acquirer is Kiwa Australia 2 Pty Ltd, which is a wholly-owned subsidiary of Kiwa.

<sup>2</sup> Capitalised terms used, but not defined, in our report have the meaning given to them in the Scheme Booklet in respect of the Scheme (Scheme Booklet).

#### Authorised Representatives:

Wayne Lonergan • Craig Edwards\* • Hung Chu • Martin Hall • Martin Holt\* • Grant Kepler\* • Julie Planinic\* • Nathan Toscan • Jorge Resende

\* Members of Chartered Accountants Australia and New Zealand and holders of Certificate of Public Practice.  
Liability limited by a scheme approved under Professional Standards Legislation

additional month that the Scheme is delayed as a result of the FIRB Condition Precedent not being satisfied (up to a maximum of \$13.7 million in total). If the Conditional Permitted Special Dividend is declared and paid, it:

- (a) will not reduce the Scheme Consideration of \$0.90 per Intega Share; and
- (b) therefore, provides additional value to Intega Shareholders if the implementation of the Scheme is delayed in the circumstances described above.

### **Intega**

- 5 Intega provides a broad range of critical assurance, testing, inspection and certification (ATIC) services primarily during the construction stage of infrastructure projects. These services include construction materials testing (CMT), subsurface utility engineering services (SUE), other testing and inspection services, and quality assurance (QA) for energy companies. Intega primarily operates in Australia, New Zealand (NZ), the United States of America (US) and Canada.

### **Kiwa**

- 6 Kiwa is a Netherlands based testing, inspection and certification (TIC) organisation with approximately 5,500 employees in 35 countries. The company operates in a wide variety of market segments, ranging from drinking water and renewable energy, construction and healthcare to food, feed & farm and medical & pharma. Kiwa has clients in manufacturing and process industries, business services, public and private utilities, governments and international institutions.

### **Purpose of report**

- 7 The Scheme is subject to a number of conditions precedent, including an independent expert concluding, and continuing to conclude, that the Scheme is in the best interests of Intega shareholders (see Section 6.2 of the Scheme Booklet for a summary of the conditions precedent to the Scheme becoming effective). In addition:
  - (a) the Directors' recommendation of the Scheme is in the absence of a Superior Proposal and subject to an independent expert concluding, and continuing to conclude, that the Scheme is in the best interests of Intega shareholders
  - (b) the Australian Securities & Investments Commission's (ASIC) Regulatory Guide 111 – *Content of expert reports* (RG 111) states that where a scheme of arrangement is used as an alternative to a takeover bid to give effect to a control transaction, the form of analysis undertaken by any appointed independent expert should be substantially the same as for a takeover bid, and that form of analysis should consider whether the transaction is "fair and reasonable".
- 8 Accordingly, the Directors of Intega have requested Lonergan Edwards & Associates Limited (LEA) to prepare an independent expert's report (IER) stating whether, in our opinion, the Scheme is fair and reasonable and in the best interests of Intega shareholders and the reasons for that opinion.
- 9 LEA is independent of Intega and Kiwa and has no other involvement or interest in the proposed Scheme.



### Summary of opinion

- 10 In our opinion, the Scheme is fair and reasonable and in the best interests of Intega shareholders in the absence of a superior proposal. We have formed this opinion for the reasons set out below.

### Value of Intega

- 11 We have assessed the value of Intega shares on a 100% controlling interest basis at A\$0.80 to A\$0.90 per share, as shown below:

Valuation of Intega		
	Low \$m	High \$m
Enterprise value	390.0	430.0
Less net debt	(55.0)	(55.0)
<b>Equity value</b>	<b>335.0</b>	<b>375.0</b>
Fully diluted shares on issue (million)	418.3	418.3
<b>Value per share (\$)</b>	<b>\$0.80</b>	<b>\$0.90</b>

### Fair and reasonable opinion

- 12 Pursuant to RG 111 a scheme is “fair” if the value of the Scheme Consideration is equal to or greater than the value of the securities the subject of the Scheme. This comparison for Intega shares is shown below:

Position of Intega shareholders			
	Low A\$/share	High A\$/share	Mid-point A\$/share
Value of Scheme Consideration	0.90	0.90	0.90
Value of 100% of Intega	0.80	0.90	0.85
Extent to which the Scheme Consideration exceeds the value of Intega	(0.10)	-	(0.05)

- 13 As the Scheme Consideration is equal to the top end of our assessed valuation range for Intega shares on a 100% controlling interest basis, in our opinion, the Scheme Consideration is fair to Intega shareholders when assessed based on the guidelines set out in RG 111.
- 14 Pursuant to RG 111, a transaction is reasonable if it is fair. Accordingly, in our opinion, the Scheme is also “reasonable” in the absence of a superior proposal.

### In the best interests

- 15 There is no legal definition of the expression “in the best interests”. However, RG 111 notes that if an expert concludes that a scheme is “fair and reasonable”, or “not fair but reasonable”, then the expert will also be able to conclude that the scheme is “in the best interests” of members of the company.
- 16 In our experience, if a transaction is “fair” and “reasonable” under RG 111 it will also be “in the best interests” of shareholders. This is because if the consideration payable pursuant to a scheme is fair, shareholders are implicitly receiving consideration for their shares which is consistent with the full underlying value of those shares.

- 17 We therefore consider that the Scheme is also “in the best interests” of Intega shareholders in the absence of a superior proposal.

### Assessment of the Scheme

- 18 We summarise below the likely advantages and disadvantages of the Scheme for Intega shareholders.

#### Advantages

- 19 In our opinion, the Scheme has the following benefits for Intega shareholders:
- (a) the Scheme Consideration of A\$0.90 cash per share is equal to the top end of our assessed value range for Intega shares on a 100% controlling interest basis
  - (b) the Scheme Consideration represents a significant premium to:
    - (i) the recent market prices of Intega shares prior to the announcement of the Scheme
    - (ii) all market prices since the demerger from Cardno Limited (Cardno) in October 2019
  - (c) furthermore, the premium is well above observed premiums generally paid to target company shareholders in comparable circumstances
  - (d) if the Scheme does not proceed, and in the absence of an alternative offer or proposal, the price of Intega shares is likely to trade at a significant discount to our valuation and the Scheme Consideration due to the portfolio nature of individual shareholdings.

#### Disadvantages

- 20 Intega shareholders should note that if the Scheme is implemented they will no longer hold an interest in Intega. Intega shareholders will therefore not participate in any future value created by the Group over and above that reflected in the Scheme Consideration.
- 21 However, as the midpoint of our assessed value of Intega shares is less than the Scheme Consideration, in our opinion, the present value of Intega’s future potential is adequately reflected in the Scheme Consideration.

#### Conclusion

- 22 Given the above analysis, we consider the acquisition of Intega shares under the Scheme is fair and reasonable and in the best interests of Intega shareholders in the absence of a superior proposal.

#### General

- 23 In preparing this report we have considered the interests of Intega shareholders as a whole. Accordingly, this report only contains general financial advice and does not consider the personal objectives, financial situations or requirements of individual shareholders.
- 24 The impact of approving the Scheme on the tax position of Intega shareholders depends on the individual circumstances of each investor. Intega shareholders should read the Scheme Booklet and consult their own professional advisers if in doubt as to the taxation consequences of the Scheme.

- 25 The ultimate decision whether to approve the Scheme should be based on each Intega shareholder's assessment of their own circumstances. If Intega shareholders are in doubt about the action they should take in relation to the Scheme or matters dealt with in this report, shareholders should seek independent professional advice. For our full opinion on the Scheme and the reasoning behind our opinion, we recommend that Intega shareholders read the remainder of our report.

Yours faithfully



Craig Edwards  
Authorised Representative



Jorge Resende  
Authorised Representative

## Table of contents

Section	Page
<b>I Key terms of the Scheme</b>	<b>8</b>
Terms	8
Conditions	8
Exclusivity provisions and break fees	8
Resolution	8
Intention of major shareholder group	9
<b>II Scope of our report</b>	<b>10</b>
Purpose	10
Basis of assessment	10
Limitations and reliance on information	12
<b>III Profile of Intega</b>	<b>14</b>
Overview	14
History	14
Current operations	14
Financial performance	19
Financial position	21
Share capital and performance	23
<b>IV Industry overview</b>	<b>25</b>
Overview	25
US market	25
Australian market	28
Global energy market	30
<b>V Valuation methodology</b>	<b>32</b>
Methodologies selected	33
<b>VI Valuation of Intega</b>	<b>34</b>
Valuation methodologies	34
Capitalisation of EBITDA approach	34
Capitalisation of EBITA approach	42
Conclusion on business value	45
Other assets / liabilities	46
Net debt	46
Share capital	46
Value of Intega	46
Comparison with share price	47

Section	Page
<b>VII Evaluation of the Scheme</b>	<b>49</b>
Assessment of the Scheme	49
Extent to which a control premium is being paid	50
Extent to which Intega shareholders are being paid a share of synergies	52
Recent share prices subsequent to the announcement of the Scheme	52
Likely price of Intega shares if the Scheme is not implemented	52
Likelihood of an alternative offer	53
Intention of major shareholder group	53
Summary of opinion on the Scheme	53
Conclusion	54

## Appendices

<b>A</b>	<b>Financial Services Guide</b>
<b>B</b>	<b>Qualifications, declarations and consents</b>
<b>C</b>	<b>Listed company multiples</b>
<b>D</b>	<b>Descriptions of TIC transactions</b>
<b>E</b>	<b>Glossary</b>

## I Key terms of the Scheme

### Terms

- 26 Intega has entered into the SID with Kiwa that sets out the terms and conditions under which the Scheme is to be implemented. An overview of the key terms of the Scheme is set out at paragraphs 1 to 4.

### Conditions

- 27 Implementation of the Scheme is subject to a number of customary conditions, including Intega shareholder approval at the Scheme meeting, Court approval, FIRB approval, the expiry of the applicable waiting period under the HSR Act, no “prescribed occurrences” occurring, and the Independent Expert concluding (and continuing to conclude) that the Scheme is in the best interests of Intega Shareholders). Implementation of the Scheme is not subject to a financing or funding condition (see Section 6.2 of the Scheme Booklet for a summary of the conditions precedent to the Scheme becoming effective).
- 28 Further information on these conditions is set out in the Scheme Booklet.

### Exclusivity provisions and break fees

- 29 The SID also contains certain customary exclusivity provisions, including “no shop” restrictions, “no talk” and “no due diligence” restrictions, a notification obligation and a matching right in favour of Kiwa in respect of a Competing Proposal that emerges during the Exclusivity Period (as those terms are defined in the SID). The SID also provides for certain circumstances under which Intega is required to pay a break fee of 1% of the aggregate Scheme Consideration to Kiwa.
- 30 Intega may undertake any of the activities restricted by the “no talk” and “no due diligence” provisions where the Intega Board has:
- (a) determined in good faith that, after consultation with its advisers, such a bona fide Competing Proposal is a Superior Proposal or could reasonably be expected to become a Superior Proposal (as those terms are defined in the SID); and
  - (b) after having considered external written legal advice from external advisers, that not undertaking that act would, or would be reasonably likely to, constitute a breach of the fiduciary or statutory duties owed by any Director of Intega, provided that the Competing Proposal was not brought about by a breach of the exclusivity provisions in the SID.

### Resolution

- 31 Intega shareholders will be asked to vote on the Scheme in accordance with the resolution contained in the Notice of Scheme Meeting accompanying the Scheme Booklet.
- 32 If the resolution is passed by the requisite majorities and subject to all other conditions precedent in the SID (other than Court approval) being satisfied or waived (where permitted), Intega must apply to the Court for orders approving the Scheme, and if that approval is given, lodge the orders with ASIC (at which time the Scheme will become effective) and do all things necessary to give effect to the Scheme. Once the Court approves the Scheme and the Scheme becomes effective, it will become binding on Intega, Kiwa and all Intega



shareholders who hold Intega shares as at the Scheme Record Date, whether or not they voted in favour of the Scheme (and even if they voted against the Scheme).

### **Intention of major shareholder group**

- 33 As at the date of the Scheme Booklet, the Crescent Capital Partners Shareholders<sup>3</sup> together hold 228,891,883 Intega shares (representing 54.72% of the Intega shares on issue). The Crescent Capital Partners Shareholders have notified the Intega Board in writing that they intend to vote all Intega shares held by them in favour of the Scheme, in the absence of a Superior Proposal. Refer Section 5.2(c) of the Scheme Booklet for further information.

---

<sup>3</sup> "Crescent Capital Partners Shareholders" means, together, CCP Trusco 4 Pty Ltd as trustee for Crescent Capital Partners Designated Trust VA, CCP Trusco 5 Pty Ltd as trustee for Crescent Capital Partners Designated Trust VB, CCP Trusco 1 Pty Ltd as trustee for Crescent Capital Partners Specific Trust VA, CCP Trusco 2 Pty Ltd as trustee for Crescent Capital Partners Specific Trust, CCP Trusco 3 Pty Ltd as trustee for Crescent V Co-Investor Trust 1, and CCP Trusco 3 Pty Ltd as trustee for Crescent V Co-Investor Trust 2.



## II Scope of our report

### Purpose

- 34 The Scheme is to be effected pursuant to Part 5.1 of the *Corporations Act 2001* (Cth) (Corporations Act), which governs schemes of arrangement. Part 3 of Schedule 8 of the Corporations Regulations 2001 (Corporations Regulations) prescribes information to be sent to shareholders in relation to a member's scheme of arrangement pursuant to s411 of the Corporations Act.
- 35 Paragraph 8303 of Schedule 8 of the Corporations Regulations provides that, where the other party to the transaction holds not less than 30% of the voting shares in the company the subject of the scheme, or where a director of the other party to the transaction is also a director of the company the subject of the scheme, the explanatory statement must be accompanied by an IER assessing whether the proposed scheme is in the best interests of shareholders and state reasons for that opinion.
- 36 Kiwa has no current shareholding in Intega and has no representation on the Intega Board. Accordingly, there is no regulatory requirement for an IER to be prepared for Intega shareholders pursuant to the Corporations Act or the ASX Listing Rules. However:
  - (a) it is both a condition precedent to the Scheme, and a qualification to the Intega Directors' recommendation of the Scheme, that an independent expert concludes, and continues to conclude, that the Scheme is in the best interests of Intega shareholders
  - (b) as the Scheme will give effect to a control transaction (as an alternative to a takeover bid), RG 111 also requires any appointed independent expert to provide an opinion on whether the Scheme is fair and reasonable.
- 37 The Directors of Intega have therefore requested LEA to prepare an IER stating whether, in LEA's opinion, the proposed acquisition of the shares in Intega by Kiwa under the Scheme is fair and reasonable and in the best interests of Intega shareholders and the reasons for that opinion.
- 38 This report has been prepared by LEA for the benefit of Intega shareholders to assist them in considering the resolution to approve the Scheme. Our report will accompany the Scheme Booklet to be sent to Intega shareholders (which will include the Notice of Scheme Meeting). The sole purpose of our report is to determine whether, in our opinion, the Scheme is fair and reasonable and in the best interests of Intega shareholders.
- 39 The ultimate decision whether to approve the Scheme should be based on each Intega shareholder's assessment of their own circumstances. If in doubt about the action they should take in relation to the Scheme or matters dealt with in this report, shareholders should seek independent professional advice.

### Basis of assessment

- 40 In preparing our report we have given due consideration to the Regulatory Guides issued by ASIC including, in particular, RG 111, which, inter alia, provides guidance as to how an expert should assess the merits of a transaction.

- 41 When an IER is prepared for a scheme that involves a change of control (like the proposed Scheme concerning Intega), ASIC expects the form of the analysis undertaken by the expert to be substantially the same as for a takeover bid. That is, the expert is required to assess and provide an opinion on whether the scheme is “fair” and “reasonable” to the shareholders of the company which is the subject of the scheme (in addition to the inclusion of a statement as to whether the scheme is “in the best interests” of shareholders, being the opinion required under Part 3 of Schedule 8 of the Corporations Regulations).
- 42 Fairness involves the application of a strict quantitative test that compares the value of the consideration offered against the value of the shares that are the subject of the scheme (assuming 100% ownership of the target company and a knowledgeable and willing, but not anxious, buyer and a knowledgeable and willing, but not anxious, seller acting at arm’s length, noting that any special value that may be derived by a particular “bidder” should not be taken into account<sup>4</sup>). A scheme is “fair” if the value of the scheme consideration is equal to, or greater than the value of the shares that are the subject of the scheme. Fairness effectively measures whether shareholders (in the company the subject of the scheme) are being compensated for the actual (or deemed) change of “control” in ownership.
- 43 Reasonableness involves the consideration of other significant quantitative and qualitative factors that shareholders might consider prior to accepting a proposal (e.g. the bidder’s existing shareholding in the company, the likely market price of the company’s shares if the scheme is unsuccessful, the likelihood of a superior alternative offer emerging etc.). A scheme is considered “reasonable” if it is “fair”. A scheme may also be considered “reasonable” if, despite being “not fair”, the expert believes there are sufficient reasons for shareholders to vote in favour of the scheme, in the absence of a superior proposal.
- 44 There is no legal definition of the expression “in the best interests”. However, RG 111 notes that if an expert concludes that a scheme is “fair and reasonable”, or “not fair but reasonable”, then the expert will also be able to conclude that the scheme is “in the best interests” of members of the company.
- 45 Similarly, RG 111 notes that if an expert concludes that a scheme is “not fair and not reasonable”, then the expert would need to conclude that the scheme is “not in the best interests” of members of the company.
- 46 Having regard to the above, our report has therefore considered:

**Fairness**

- (a) the market value of 100% of the shares in Intega
- (b) the value of the consideration offered by Kiwa (i.e. A\$0.90 cash per share)
- (c) the extent to which (a) and (b) differ (in order to assess whether the Scheme is fair under RG 111)

**Reasonableness / in the best interests**

- (d) the extent to which a control premium is being paid to Intega shareholders

<sup>4</sup> For example, synergies that are not available to other bidders.

- (e) the extent to which Intega shareholders are being paid a share of any synergies likely to be generated if the Scheme is implemented
- (f) the listed market price of Intega shares, both prior to and subsequent to the announcement of the proposed Scheme
- (g) the likely market price of Intega securities if the proposed Scheme is not implemented (and a comparable or superior proposal does not emerge)
- (h) the value of Intega to an alternative offeror and the likelihood of a higher alternative offer being made for Intega prior to the date of the Scheme Meeting
- (i) the advantages and disadvantages of the Scheme from the perspective of Intega shareholders
- (j) other qualitative and strategic issues associated with the Scheme.

### Limitations and reliance on information

- 47 Our opinions are based on the economic, share market, financial and other conditions and expectations prevailing at the date of this report. Such conditions can change significantly over relatively short periods of time.
- 48 Our report is also based upon financial and other information provided by Intega and its advisers. We understand the accounting and other financial information that was provided to us has been prepared in accordance with the Australian equivalents to International Financial Reporting Standards. We have considered and relied upon this information and believe that the information provided is reliable, complete and not misleading and we have no reason to believe that material facts have been withheld.
- 49 The information provided was evaluated through analysis, enquiry and review to the extent considered appropriate for the purpose of forming an opinion on the Scheme from the perspective of Intega shareholders. However, we do not warrant that our enquiries have identified or verified all of the matters which an audit, extensive examination or “due diligence” investigation might disclose. Whilst LEA has made what it considers to be appropriate enquiries for the purpose of forming its opinion, “due diligence” of the type undertaken by companies and their advisers in relation to (for example) prospectuses or profit forecasts is beyond the scope of an IER.
- 50 Accordingly, this report and the opinions expressed therein should be considered more in the nature of an overall review of the anticipated commercial and financial implications of the Scheme, rather than a comprehensive audit or investigation of detailed matters. Further, this report and the opinions therein, must be considered as a whole. Selecting specific sections or opinions without context or considering all factors together, could create a misleading or incorrect view or opinion. This report is a result of a complex valuation process that does not lend itself to a partial analysis or summary.
- 51 An important part of the information base used in forming an opinion of the kind expressed in this report is comprised of the opinions and judgement of management of the relevant companies. This type of information has also been evaluated through analysis, enquiry and review to the extent practical. However, it must be recognised that such information is not always capable of external verification or validation.

- 52 We in no way guarantee the achievability of budgets or forecasts of future profits. Budgets and forecasts are inherently uncertain. They are predictions by management of future events which cannot be assured and are necessarily based on assumptions of future events, many of which are beyond the control of management. Actual results may vary significantly from forecasts and budgets with consequential valuation impacts.
- 53 In forming our opinion, we have also assumed that:
- (a) the information set out in the Scheme Booklet is not misleading or deceptive (including by omission) in any material respect
  - (b) if the Scheme becomes legally effective, it will be implemented in accordance with the terms set out in the SID and the terms of the Scheme itself.

### III Profile of Intega

#### Overview

- 54 Intega provides a broad range of critical assurance, testing, inspection and certification (ATIC) services primarily during the construction stage of infrastructure projects. These services include construction materials testing (CMT), subsurface utility engineering services (SUE), other testing and inspection services, and quality assurance (QA) for energy companies. Intega primarily operates in Australia, NZ, the US and Canada.

#### History

- 55 The core Intega business demerged from Cardno in October 2019<sup>5</sup> following a period of operating independently from Cardno that commenced in July 2016. This enabled Intega to focus on its own strategic priorities and separate its testing focused operations from Cardno's consulting and engineering business.
- 56 The history of Intega in Australia dates back to 1990, when the Construction Sciences business was founded as Bowler Geotechnical in Brisbane. Cardno acquired Bowler Geotechnical during 2008. Over time the business expanded in Australia by adding complementary, adjacent service lines.
- 57 The three businesses that form the Americas segment were all acquired by Cardno prior to the demerger. These businesses are:
- (a) PPI – which was acquired in March 2014, and provides QA reporting for global energy companies. PPI was founded in Houston, Texas in 1992
  - (b) T2 Utility Engineers (T2) – Cardno and AECOM were previously joint venture owners of T2, a leading SUE firm in Canada. In February 2017, Cardno acquired AECOM's 50% share of T2. The T2 business also has operations in the US, which were from an acquisition in the US that was later rebranded as T2
  - (c) Raba Kistner – which was purchased in December 2018 and has a history in Texas dating back to 1968. This business was acquired by Construction Sciences (while under Cardno ownership) and was combined with Construction Sciences' other operations in the south of the US in July 2020.

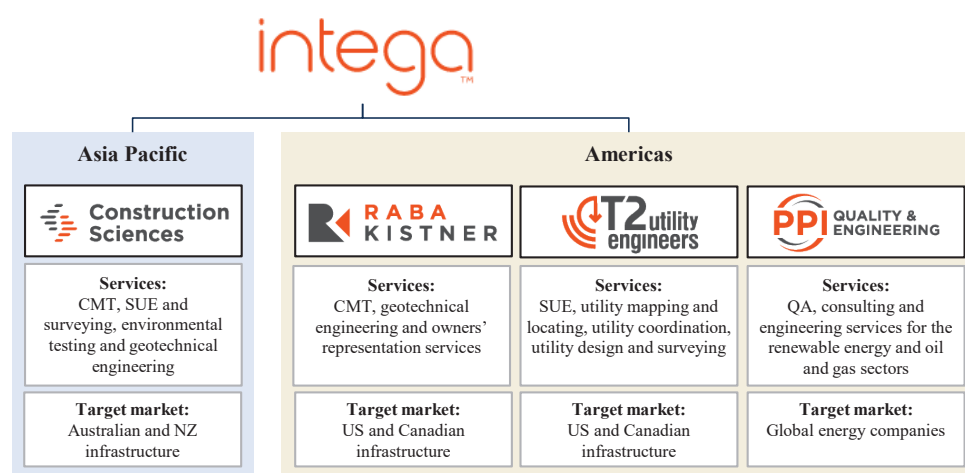
#### Current operations

- 58 Intega has approximately 1,900 employees operating from 101 permanent offices and 90 laboratories. It reports two segments, being Asia Pacific (focused on Australia and NZ) and the Americas<sup>6</sup> (focused on the US and Canada). Within these two segments there are four businesses, detailed as follows:

<sup>5</sup> As a part of the demerger a Transitional Services Arrangement (TSA) was entered into between Cardno and Intega under which Cardno would supply certain services and support functions to Intega for 15 months ending no later than 30 September 2020 (with information technology services subsequently extended to 31 December 2020). The transitional services covered information technology, finance, tax, human resources and other services.

<sup>6</sup> Whilst PPI operates globally this business is reported within the Americas segment.

Intega – segments and businesses

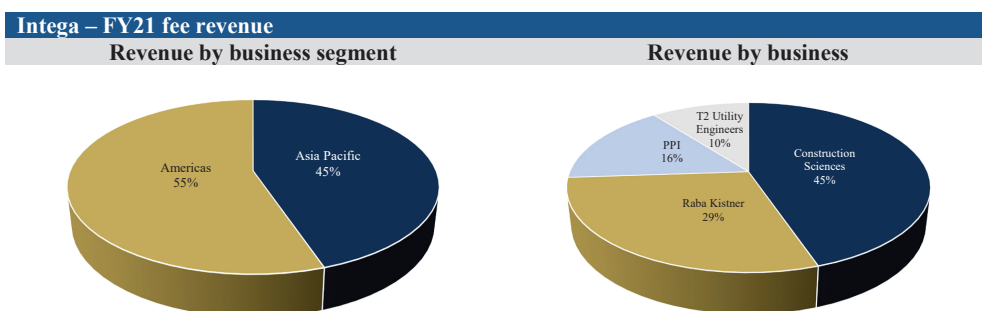


59 The services provided by Intega include:

- CMT – these services are critical to the design and construction of infrastructure and are primarily required during the construction phase. They include conformance tests on construction materials (such as soil, aggregates, pavement materials, concrete, grout, mortar and rock) and concrete mix design and trial mix testing<sup>7</sup>. CMT is conducted in laboratories which are accredited by relevant regulatory bodies
- SUE and surveying – this includes mapping the location and condition of subsurface utilities such as pipes and cables through each stage of the construction project lifecycle, including planning, designing, construction and maintenance. These services reduce the occurrence of interference with existing infrastructure before and during construction and also assist with repairs during the maintenance stage
- owners' representation services – includes project quality control and supply chain services such as tender assessment and third party review
- QA – provided for critical components for energy companies (both oil and gas and renewable energy) to ensure that parts arriving at processing facilities are built and function as specified. Services include tracking, tracing, inspecting and certifying inventories, starting from manufacturing and supply to shipping and through to final installation
- geotechnical engineering and environmental testing – includes geotechnical engineering and environmental testing services that are typically provided as an adjacency to other Group services.

<sup>7</sup> These tests help determine whether the construction of a project is meeting the standards specified by the designer / owner and the required regulations.

- 60 A summary of Intega's fee revenue by both segment and business for the year ended 30 June 2021 (FY21) is as follows:



- 61 Intega's major clients are typically construction contractors and material suppliers, government agencies and designers. The Group has thousands of customers across its four businesses. Its top five clients represent around 25% of revenue, with the next five largest clients representing a further 10% of revenue. Further, Intega's large clients typically have long term relationships with the Group.

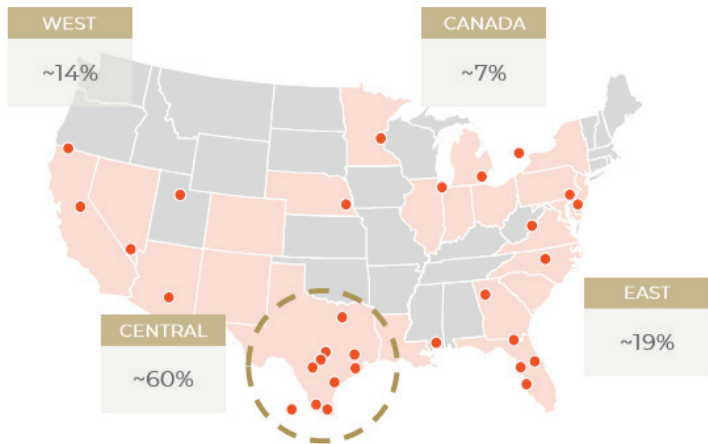
#### Americas segment

- 62 As stated above, the Americas segment is centred around the Raba Kistner, T2 and PPI businesses, further details of which are as follows:
- (a) **Raba Kistner** – was established in Texas in 1968 as a geotechnical engineering and CMT specialist. It offers a full range of tailored solutions from planning and design to construction and maintenance, addressing key risk areas of management services in all forms of infrastructure. Raba Kistner's infrastructure operations have grown to become a leading service provider of Transportation Project Quality documentation in the US
  - (b) **T2** – provides a full range of utility engineering services including SUE, utility mapping, CCTV services, utility coordination and utility design to a wide range of public and private clients across Canada and the US
  - (c) **PPI**<sup>8</sup> – implements solutions including managing clients' risk with third party surveillance, auditing, inventory management and vendor performance analysis as well as providing testing, inspection, and certification services. These services are provided for global energy companies.
- 63 The Americas segment employs around 1,000 staff across 49 offices and 11 laboratories, the locations of which are shown in the following map:

<sup>8</sup> Whilst PPI operates globally this business is reported within the Americas segment.



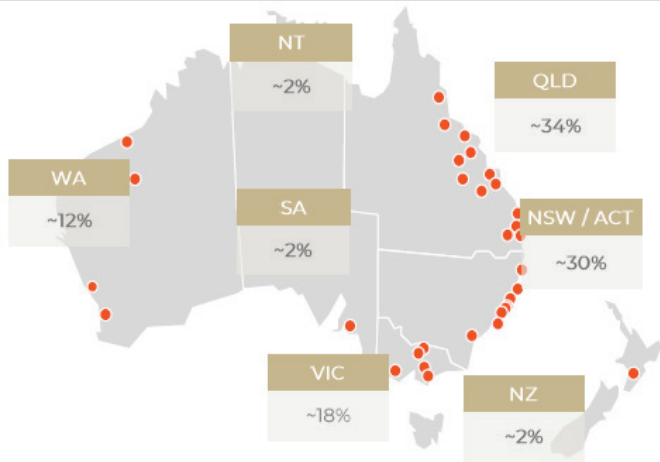
Americas – workforce (%) and locations



Asia Pacific segment

- 64 As indicated above, the Asia Pacific segment and the Construction Sciences business are one and the same. Due to, inter alia, the breadth of its offering, the geographic coverage of its operations and size of its workforce, Construction Sciences is the premier engineering support services business for major infrastructure projects in Australia and NZ. The business has the ability to establish site laboratories to perform CMT at the location of the specific project, upon which extra service lines may be added as required (such as geotechnical or environmental services). In addition to the Construction Sciences brand, services are also provided under the Trilab (CMT services) and Suresearch (SUE) brands.
- 65 The Asia Pacific business employs around 900 staff, in 52 offices and 79 permanent and temporary (or site) laboratories across Australia and NZ, the locations for which are shown in the following map:

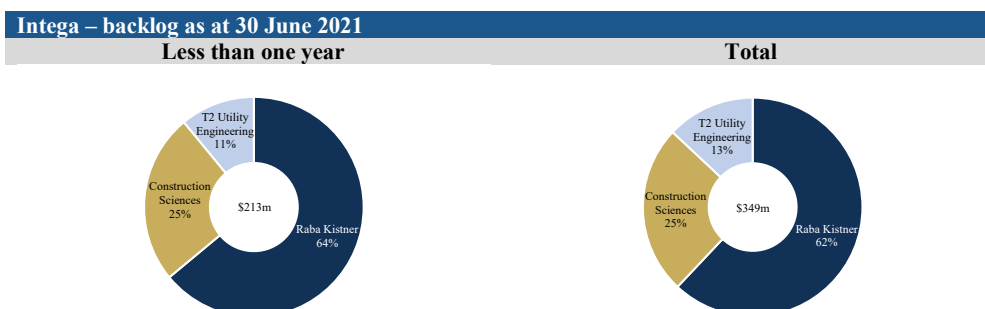
Asia Pacific – workforce (%) and locations



- 66 The segment has also previously worked on projects in the broader Asia Pacific region, including Papua New Guinea, New Caledonia and Vanuatu, and is set up to mobilise into these areas opportunistically.

#### Year-end backlog

- 67 A summary of the Group's backlog as at 30 June 2021, shown by business is as follows<sup>9</sup>.



- 68 The majority of the above backlog relates to transport infrastructure projects. As shown above, Raba Kistner accounts for the largest proportion of Intega's backlog and this is underpinned by large transportation infrastructure projects estimated to continue over multiple years. PPI's projects are short term and services are provided on demand and in line with client service agreements. As a result, PPI does not record backlog.

#### Software

- 69 Intega's operations rely on three proprietary suites of software that have been purpose built by a team of in house developers. This software is:
- ELVIS** – a project management and lab information system primarily used in the US with pre-set project specifications for inspection purposes
  - COMPLY** – a laboratory information management system predominantly used in Australia for CMT works; and
  - QA Reporter** – inventory management software for QA services.
- 70 The software adds efficiency to Intega's operations through streamlining and standardising processes, whilst enabling the Group to maintain quality through audit process layers and risk controls. It also adds transparency for Intega's clients, which have direct interfaces with automatic notifications and reporting.

<sup>9</sup> This backlog is reported on a total contract basis, being the total gross value of the signed contract less the value of the work performed to date.

## Financial performance

- 71 On 22 October 2019, Intega was listed as a separate, standalone entity on the Australian Securities Exchange (ASX) and, initially, Intega shares traded on the ASX on a deferred settlement basis. The distribution of Intega shares to Cardno's shareholders, and the economic separation of the Group from Cardno as part of the implementation of the demerger, occurred on 31 October 2019. The pro forma financial performance for Intega (i.e. assuming the Intega business had separated from Cardno from the start of FY19) for the three years ended FY21 is set out below:

Intega – financial performance			
	FY19 <sup>(1)</sup>	FY20 <sup>(1)(2)</sup>	FY21 <sup>(2)</sup>
	A\$m	A\$m	A\$m
Fee revenue	269.3	334.0	297.5
Operating expenses	(244.8)	(303.1)	(260.7)
<b>EBITDA<sup>(3)</sup></b>	24.5	30.9	36.8
Depreciation	na	(10.5)	(11.1)
<b>EBITA<sup>(3)</sup></b>	na	20.4	25.7
Amortisation of acquisition intangibles	na	(9.0)	(7.7)
<b>EBIT<sup>(3)</sup></b>	na	11.4	18.0
Interest expense	na	(3.1)	(3.5)
Significant items	na	-	(5.1) <sup>(4)</sup>
<b>Profit before tax</b>	na	8.3	9.4
Income tax expense	na	(2.8)	(4.3)
<b>Profit after tax</b>	na	5.5	5.1
<i>EBITDA margin</i>	9.1%	9.3%	12.4%
<i>EBITA margin</i>	na	6.1%	8.6%

### Note:

- 1 Pro forma assuming the Intega business had separated from Cardno from the start of FY19, noting that the first reported financial results for the Group as a standalone entity were for the eight months from 31 October 2019 (i.e. the effective date of the demerger) to 30 June 2020.
- 2 The FY20 and FY21 results exclude the impact of changes required under Australian Accounting Standard AASB 16 – *Leases* (AASB 16). In summary, the adoption of AASB 16 increased reported EBITDA by approximately A\$12.0 million and A\$14.5 million in FY20 and FY21, as rent expenses were replaced by amortisation charges (of the right of use asset) and notional interest expenses (on operating lease liabilities). However, in our view this EBITDA uplift should be excluded as it is simply an accounting treatment which has no cash flow impact or impact on the underlying profitability of Intega.
- 3 EBITDA = earnings before interest, tax, depreciation and amortisation, EBITA = earnings before interest, tax and amortisation of acquired intangibles and EBIT = earnings before interest and tax.
- 4 Relates to TSA payments to Cardno considered to be a duplication of costs during transition to a standalone entity (A\$3.7 million) and retention payments for key staff from prior acquisitions (A\$1.4 million).

- 72 Intega derives revenue from a range of methods, either fees charged on an hourly basis, by test or fixed prices, or a combination of all three. Intega's revenue is typically linked to the level of infrastructure construction (and particularly government funded transport infrastructure construction) in its key markets of Australia, NZ, the US and Canada.

### Results for FY20

- 73 Fee revenue increased 24.4% on a reported basis in FY20, however, after allowance for the full year impact of the contribution from the Raba Kistner business in FY19 (which was acquired effective 30 November 2018), FY20 revenue growth was 8.2% for the year.
- 74 Both segments of the Group responded quickly at the outset of the COVID-19 pandemic, putting in place operational plans and appropriate protocols to ensure the safety of its employees and community. Deployment of remote working strategies, staggered shifts and segregated working areas, together with site cleaning and sanitation procedures meant that Intega's sites remained open and safe during the final quarter of FY20. The specific impact of COVID-19 on the Group's respective business segments in FY20 was as follows:
- (a) the Asia Pacific business operations saw no material impact from COVID-19 other than temporary project closures in NZ and border closures in Australia
  - (b) while the Americas business saw some impact from COVID-19 in certain states in the US and areas of Canada forcing delays at projects, the business was able to respond quickly to curtail costs and minimise the financial impact during the year.
- 75 Intega put in place greater governance around its systems and processes particularly from a finance perspective, increasing operational updates, cash forecasting and reporting and focus on working capital management. Aside from the deferral of payroll tax in Australia and social security payments in the US, the Group received no government subsidies or initiatives in FY20. Payroll tax payments have since been made in Australia and the deferred payments in the US were paid in FY21 in line with the terms of the initiatives.

### Results for FY21

- 76 Fee revenue for FY21 declined by 10.9% due to fee revenue reductions for both the Asia Pacific and Americas regions (of 6.1% and 14.6% respectively). However, part of the reduction in fee revenue for the Americas segment was due to unfavourable currency movements, as revenue for the Americas segment in local currency declined by only 5.0%. Excluding currency impacts, fee revenue from the Americas segment reduced due to a combination of low oil prices, project delays and shutdowns from COVID-19, and the closure of loss-making business units during the year.
- 77 Fee revenue for the Asia Pacific segment declined due to the winding down of a number of major projects (including Pacific Highway projects in northern New South Wales and the Transmission Gully project in NZ), as well as the delay of commencement of new projects (some of which were due to temporary shut downs due to COVID-19).
- 78 Additionally, the Group noted that:
- (a) the Asia Pacific segment:
    - (i) continued to perform well in FY21, maintaining market share and expanding geographically
    - (ii) had been able to flex its workforce and drive cost saving initiatives in response to COVID-19
  - (b) the Americas segment:

- (i) the CMT business continued to benefit from infrastructure spend, which resulted in a small increase in fee revenue in comparison to the prior year and an increase in backlog at year end of US\$14 million
- (ii) revenue for QA and engineering services for the PPI business were impacted by project delays as a result of COVID-19
- (iii) initiatives to turn around the T2 business were embedded during the year with EBITDA for the business increasing significantly year on year.

79 Due to COVID-19 some projects were temporary shut down during FY21 in the Asia Pacific segment, whilst the Americas segment was also impacted by project delays and temporary shut downs. However, in both instances the Group was able to respond quickly to minimise the financial impact of COVID-19, noting that Intega received no government subsidies or initiatives during the year.

#### Guidance for FY22

80 Whilst Intega has not provided specific earnings guidance to the market for FY22, the Group has provided the following commentary as part of its FY21 full year annual results presentation:

##### *“Asia Pacific*

- *Position to benefit from improving market conditions with expected additional investment in Government infrastructure and mining infrastructure*
- *Expansion of niche service lines through acquisition*

##### *Americas*

- *Position to benefit from improving market conditions with expected additional investment in Government infrastructure*
- *Geographic expansion of Raba Kistner business both organically and through acquisition*
- *Completion and integration of two acquisitions in Texas for the Raba business, both expected in Q1 FY22”*

#### Financial position

81 The financial position of Intega as at 30 June 2020 and 30 June 2021 is set out below:

Intega – financial position <sup>(1)</sup>		
	30 Jun 20	30 Jun 21
	A\$m	A\$m
Trade receivables	64.9	58.0
Work in progress	26.3	20.6
Trade payables and accruals	(40.0)	(31.8)
Employee entitlements	(15.6)	(15.0)
Net other assets / (other liabilities)	1.1	(0.3)
<b>Net working capital</b>	<b>36.7</b>	<b>31.5</b>

**LONERGAN EDWARDS**  
& ASSOCIATES LIMITED

<b>Intega – financial position<sup>(1)</sup></b>		
	<b>30 Jun 20</b>	<b>30 Jun 21</b>
	<b>A\$m</b>	<b>A\$m</b>
Property, plant and equipment	18.7	14.8
Goodwill and intangible assets	99.7	87.3
Deferred tax assets, net of deferred tax liabilities	20.5	19.1
Income tax liabilities / other non-current liabilities	(2.1)	(1.1)
Non-current employee benefits	(1.5)	(1.4)
Right-of-use assets net of associated lease liabilities	5.3	5.7
<b>Total funds employed (includes working capital)</b>	<b>177.3</b>	<b>155.9</b>
Cash and cash equivalents	40.0	19.6
Deferred consideration <sup>(2)</sup>	(6.6)	-
Finance leases	(12.8)	(13.3)
Bank loans	(73.2)	(51.8)
<b>Net borrowings</b>	<b>(52.5)</b>	<b>(45.5)</b>
<b>Net assets attributable to Intega shareholders</b>	<b>124.7</b>	<b>110.5</b>

**Note:**

- 1 Rounding differences exist.
- 2 Relates to deferred earn out payments for past acquisitions.

- 82 Notwithstanding that the Group reported profit after tax of A\$5.1 million in FY21, the net assets of the business reduced by A\$14.2 million over the year. This was primarily attributable to the payment of dividends of A\$4.3 million in FY21, the share buyback undertaken during the year (which resulted in Intega shares to the value of A\$9.8 million being bought back by the Group), and exchange differences on translation of foreign operations of A\$5.6 million.

**Property, plant and equipment**

- 83 The majority of the Group's property, plant and equipment relates to office furniture and equipment (A\$10.7 million as at 30 June 2021), with land and buildings (A\$2.3 million) and motor vehicles (A\$1.8 million) accounting for the remainder.

**Intangible assets**

- 84 A summary of Intega's intangible assets as at 30 June 2020 and 30 June 2021 is set out below, noting that aside from Works Contracts, Intega's intangible assets arose on the acquisition of various entities and businesses:

<b>Intega – intangible assets<sup>(1)</sup></b>		
	<b>30 Jun 20</b>	<b>30 Jun 21</b>
	<b>A\$m</b>	<b>A\$m</b>
Goodwill	88.1	84.2
Works Contracts	0.1	0.2
Customer Relationships	7.1	1.8
Customer Contracts	4.3	1.2
	<b>99.7</b>	<b>87.3</b>

**Note:**

- 1 Rounding differences exist.

- 85 The carrying value of goodwill is tested for impairment annually using the value in use method. As at 30 June 2021, pre-tax discount rates of 11.03% per annum and 11.40% per annum were used to discount cash flows for the Americas and Asia Pacific cash generating units respectively. No impairment of goodwill was recognised during FY21, noting that the reduction in goodwill shown above was due to foreign exchange differences on translation of goodwill from overseas subsidiaries at year end.

#### Net debt

- 86 Intega's borrowings as at 30 June 2021 were predominantly comprised of bank loans, which consist of a three-year multi-currency cash advance and letter of credit syndicated facility, expiring in October 2022. The bank loans had a weighted average interest rate of 2.97% in FY21. Funding available to the Group from undrawn facilities as at 30 June 2021 was A\$36.2 million.

#### Share capital and performance

- 87 As at 28 October 2021, Intega had 418.3 million fully paid ordinary shares on issue. In addition the Group had 1.6 million options on issue with an exercise price of A\$0.735 per share and 4.3 million performance rights. Both the options and performance rights are subject to various vesting conditions.

#### Significant shareholders

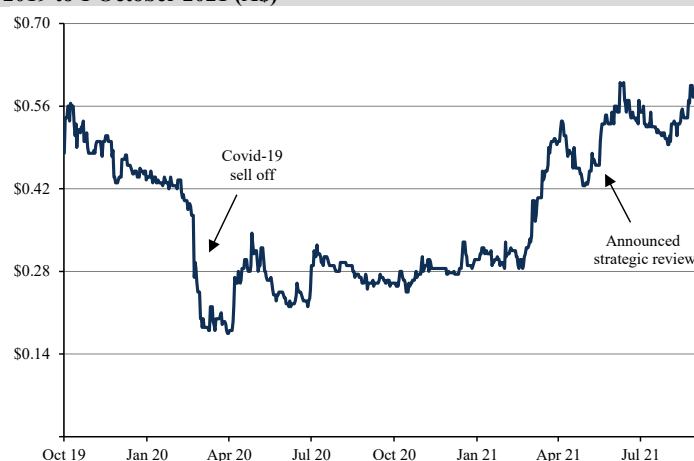
- 88 As at 28 October 2021, the Crescent Capital Partners Shareholders together hold 54.72% of the Intega shares.

#### Share price performance

- 89 The following chart illustrates the movement in the share price of Intega from 24 October 2019<sup>10</sup> to 1 October 2021<sup>11</sup>:

Intega – share price history<sup>(1)</sup>

24 October 2019 to 1 October 2021 (A\$)



<sup>10</sup> Being the date shares first traded following the demerger from Cardno.

<sup>11</sup> Being the last trading day prior to the announcement of Intega's and Kiwa's entry into the SID.



**Note:**

1 Based on closing prices

**Source:** Bloomberg and LEA analysis.

- 90 The Intega share price was significantly negatively impacted by the COVID-19 related sell off in equity markets in February and March 2020. We also note that the rise in the share price from late March 2021 into April 2021 coincided with the share buyback undertaken by the Group, and the Intega share price responded positively to the announcement of the Strategic Review on 9 June 2021.

**Liquidity in Intega shares**

- 91 The liquidity in Intega shares based on trading on the ASX over the 12 month period prior to 1 October 2021<sup>12</sup> is set out below<sup>13</sup>:

Intega – liquidity in shares						
Period	Start date	End date	No of shares traded 000	WANOS <sup>(1)</sup> outstanding 000	Implied level of liquidity Period <sup>(2)</sup> %	Annual <sup>(3)</sup> %
1 month	2 Sep 21	1 Oct 21	5,528	189,426	2.9	35.0
3 months	2 Jul 21	1 Oct 21	13,801	189,426	7.3	29.1
6 months	2 Apr 21	1 Oct 21	34,170	190,288	18.0	35.9
1 year	2 Oct 20	1 Oct 21	129,161	202,545	63.8	63.8

**Note:**

- 1 Weighted average number of shares outstanding (WANOS) during relevant period, which has been adjusted to exclude the shares held by Crescent Capital Partners Shareholders.  
 2 Number of shares traded during the period divided by WANOS.  
 3 Implied annualised figure based upon implied level of liquidity for the period.

- 92 As indicated in the table above, total share turnover in Intega shares is reasonable for a company of its size (allowing for the exclusion of the shares held by the Crescent Capital Partners Shareholders).

<sup>12</sup> Being the last trading day prior to the announcement of Intega's and Kiwa's entry into the SID.

<sup>13</sup> Note, the table has been adjusted to exclude the shares held by the Crescent Capital Partners Shareholders.

## IV Industry overview

### Overview

- 93 Intega provides a range of ATIC services to clients within the transportation, resources, construction materials and energy sectors. Its services<sup>14</sup> range across every phase of the construction cycle<sup>15</sup>, with a particular focus on the construction stage.
- 94 Demand for Intega's services is linked to the level of infrastructure construction (particularly government funded transport infrastructure) in its key geographical locations<sup>16</sup>, which is driven by broader economic factors including gross domestic product (GDP) and population growth. Expenditure on major projects funded by the private sector (for example LNG, mining and energy projects) also drives demand.
- 95 The Group's PPI business services clients in the energy sector, and therefore we have also considered the factors relevant to this business, such as global energy infrastructure expenditure.

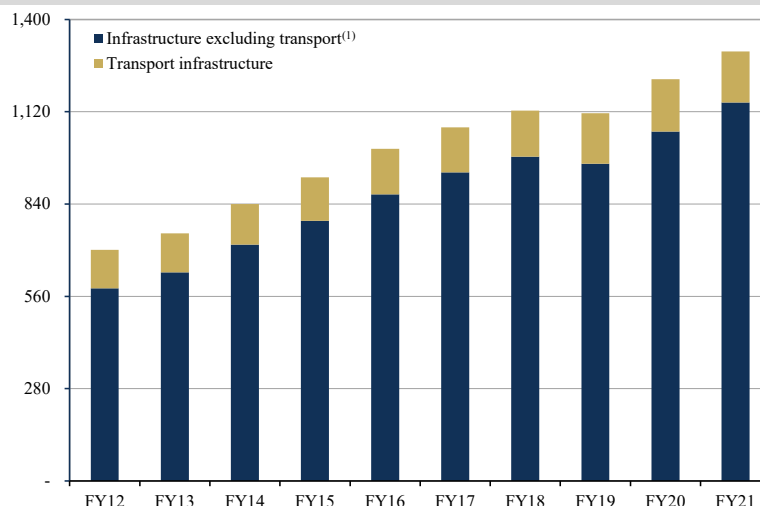
### US market

- 96 Intega provides a range of CMT, owners' representation and SUE and other services to the US construction industry, with a primary focus on the transport infrastructure sector. Transport infrastructure projects are typically managed by government transport departments, which vary across states and districts in terms of tendering and budget approval processes, customer base and trusted supplier relationships. As a result, there is no single provider with a significant market share, and the various sectors in which Intega operates are extremely fragmented.
- 97 Further, due to the level of complexity resulting from different regulations between states, regulation of the construction industry is a key driver of demand for Intega's services in the US. Demand for such services is particularly high for large transport infrastructure projects that operate across multiple states and have significant regulatory compliance requirements.
- 98 The addressable market for Intega in the US is a proportion of the level of public and private infrastructure investment, primarily for transport infrastructure. Whilst total infrastructure investment in the US has exhibited relatively strong growth over the 10 years to FY21 (growing at a compound annual growth rate (CAGR) of 7.1%), growth in transport infrastructure expenditure has only increased at a CAGR of 2.8% over the same period. A chart showing the relative expenditure of total and transport infrastructure in the US over the 10 years to FY21 is shown below:

<sup>14</sup> Refer Section III, paragraph 59 for further details of services provided.

<sup>15</sup> The construction cycle incorporates planning, tendering, designing, construction and maintenance.

<sup>16</sup> Noting that for this section we have focused on Intega's two largest markets, being the US and Australia.

**US infrastructure investment**  
**US\$bn****Note:**

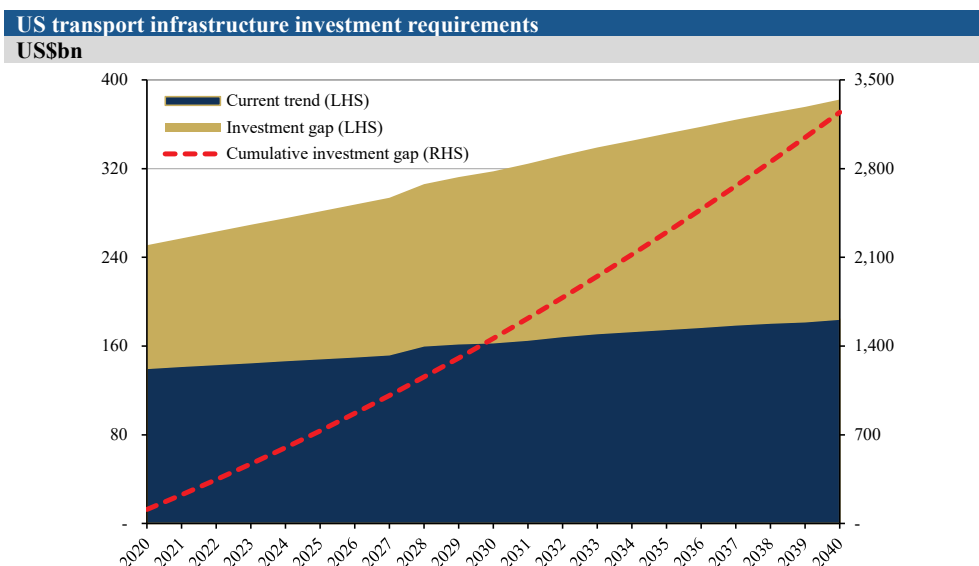
<sup>1</sup> Includes investment in residential, education, healthcare, commercial, manufacturing, power and water infrastructure.  
**Source:** US Census: *Construction Spending monthly data for July 2010 to June 2021*.

- 99 Expert reports published by both the American Society of Civil Engineers (ASCE) and Oxford Economics indicate that the current level of infrastructure investment is not sufficient to meet estimated future funding requirements, resulting in an infrastructure investment gap. A significant proportion of this investment gap relates to the transport segment. For example, 43% of current roadways in the US are reported to be in poor or mediocre condition due to increased traffic volumes and underfunding from local and state governments<sup>17</sup>.
- 100 The 2021 Report Card for America's Infrastructure, published by the ASCE, estimates that there will be an infrastructure investment gap of US\$2.6 trillion over the period between 2020 to 2029, with some US\$1.6 trillion of this associated with transport infrastructure investment<sup>18</sup>. Further, the Global Infrastructure Outlook report<sup>19</sup>, which examines investment requirements for transport, utilities and water infrastructure, estimates that the infrastructure investment gap in the US will increase to around US\$3.4 trillion by 2040, with 96% of this gap (US\$3.25 billion) related to transport infrastructure. The chart below shows the annual expenditure estimates for transport infrastructure over the period from 2020 to 2040 based on current investment trends, in addition to the estimated investment gap, both on an annual and cumulative basis over this period:

<sup>17</sup> ASCE (2021): *Report Card for America's Infrastructure* report.

<sup>18</sup> The ASCE Infrastructure Report Card examines investment across surface transport, water, hazardous and solid waste, public parks and recreation infrastructure and schools, and excludes residential construction spending.

<sup>19</sup> Global Infrastructure Outlook: *Infrastructure investment needs 50 countries, 7 sectors to 2040*, report dated July 2017, noting that this data is updated on the Global Infrastructure Hub website.



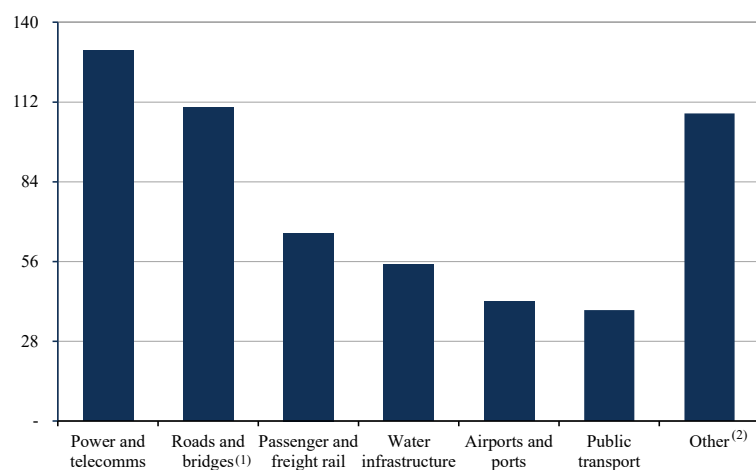
Source: Global Infrastructure Hub (2021): *Forecasting investment needs and gaps* US data.

- 101 In addition to the level of investment not keeping pace with infrastructure requirements, growth in the broader economy, both in terms of population and GDP, is a key driver of new infrastructure investment. Infrastructure underpins productivity in an economy, and as populations grow and business activity increases, it becomes crucial for governments and the private sector to maintain an adequate level of investment required to sustain economic growth. This includes the construction of new infrastructure in addition to upgrading existing critical infrastructure (such as roads and tunnels, railway networks, and ports).
- 102 In the US, state and local governments are responsible for the majority of transportation infrastructure<sup>20</sup>. Whilst investment is allocated at a federal level, only a minor proportion is directed towards capital expenditure, with the majority of investment made indirectly through grants provided to local and state governments, which are typically conditional upon those governments also contributing funds from their own budgets<sup>21</sup>.
- 103 Investment in US infrastructure is expected to increase significantly due to President Biden's infrastructure plan, which was approved by the Senate in August 2021<sup>22</sup> and includes US\$550 billion of new federal infrastructure investment over a period of five years. A breakdown of the planned expenditure across major infrastructure categories is shown below:

<sup>20</sup> Congressional Budget Office: *Federal Support for Financing State and Local Transportation and Water Infrastructure* report, dated October 2018.

<sup>21</sup> Peter G Peterson Foundation: *State and Local Infrastructure Spending: A Closer Look* report, dated 17 June 2020.

<sup>22</sup> Whilst the infrastructure plan has been approved by the Senate, it is yet to be approved by the US House of Representatives.

**Biden infrastructure program spend per category**  
**US\$bn**

**Note:**

1 Includes US\$16 billion for major projects that are too large or complex for traditional funding programs.

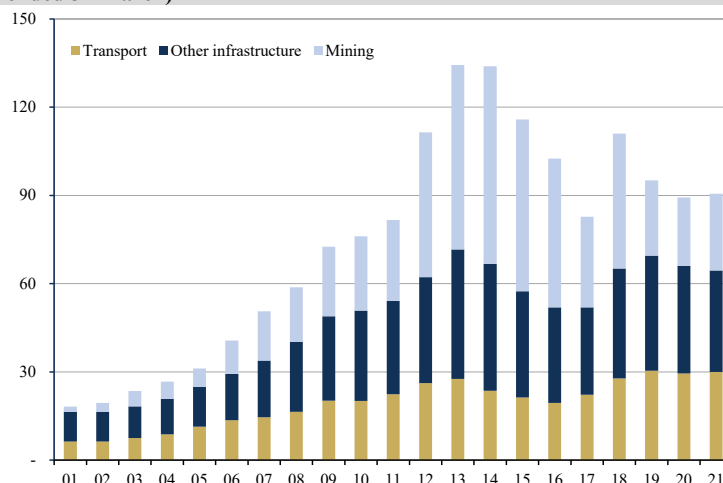
2 Includes investment in electric vehicle infrastructure, environmental remediation and projects focused on improving existing infrastructure to be more safe and resilient against the impacts of climate change and cyber-attacks.

**Source:** The White House: *Updated Fact Sheet: Bipartisan Infrastructure Investment and Jobs Act*, dated 2 August 2021.

**Australian market**

- 104 Similar to its US operations, Intega primarily operates within the transport segment of the broader infrastructure construction sector in Australia. Also similar to the US, demand is driven by the level of expenditure on transport infrastructure and other infrastructure, GDP and population growth and the level of regulation.
- 105 Australian infrastructure investment has a relatively high proportion of mining and resources investment, which tends to be more cyclical, as shown in the chart below:

### Australian infrastructure investment A\$bn (year ended 31 March)



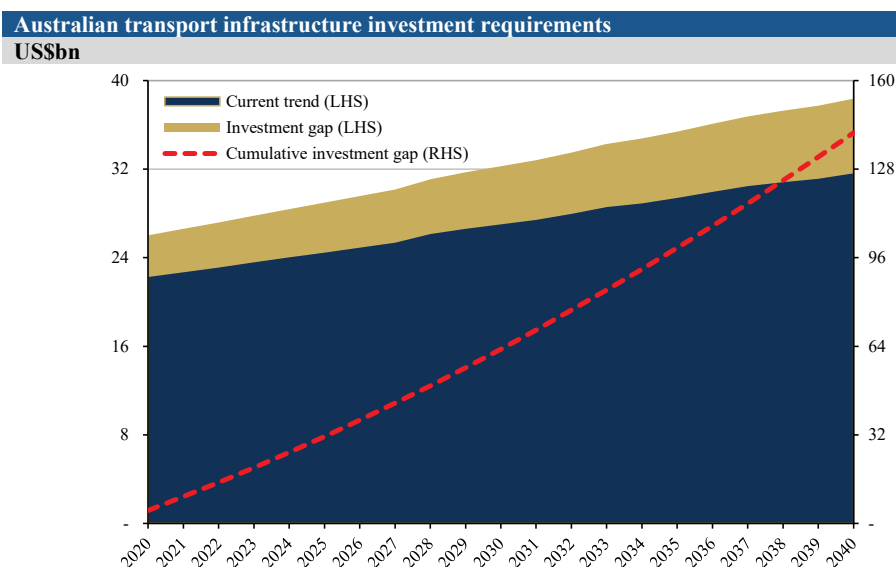
Source: Australian Bureau of Statistics (ABS): *Engineering Construction Activity, Australia data tables 8 and 10* as at March 2021.

- 106 Transport infrastructure investment is currently at relatively high levels, noting that in March 2020 the value of road and rail projects being built across Australia exceeded A\$120 billion for the first time<sup>23</sup>. Further, future infrastructure investment is supported by the following:
- (a) the significant level of major transport infrastructure projects underway at present, including Westconnex (A\$16 billion), Sydney Metro (A\$12 billion), Melbourne Metro Tunnel (A\$11 billion), Melbourne to Brisbane Inland Rail (A\$9.3 billion), Bruce Highway Upgrade Program (A\$8.5 billion) and West Gate Tunnel (A\$6.8 billion)
  - (b) the level of investment from the Federal Government's Infrastructure Investment Program, that plans to spend a record A\$110 billion on infrastructure investment over the 10 years from FY22. The program is aimed at improving the productivity of Australia's land transport networks and includes funding over the first five years of A\$55 billion, covering road investment (A\$37 billion), rail investment (A\$13 billion) and other initiatives (A\$5 billion)<sup>24</sup>
  - (c) investment required for the 2032 Olympic Games. In July 2021, the International Olympic Committee announced that Brisbane will host the 2032 Olympic Games, an event that has historically required significant investment in the host city's transport, accommodation and sporting venue infrastructure
  - (d) the unexpected redistribution of population density driven by the change in work and lifestyle preferences following the COVID-19 pandemic. As a result, demand continues to increase for critical infrastructure to support community expectations of transport, utilities, and social services across regional areas.

<sup>23</sup> Grattan Institute: *The rise of megaprojects, counting the costs*, dated November 2020.

<sup>24</sup> Australian Government: *2021-22 Budget Paper No 3, Part 2: Payments for specific purposes*, released 11 May 2021.

- 107 With regard to future transport infrastructure investment requirements in Australia, the investment gap estimated by the Global Infrastructure Outlook report<sup>25</sup> is forecast to reach US\$141.1 billion over the period to 2040, as shown below:



Source: Global Infrastructure Hub (2021): *Forecasting investment needs and gaps* Australia data.

- 108 A key differentiating factor between the investment gap observed in Australia compared to the US is the extent to which government infrastructure assets have been privatised. Privatisation of infrastructure assets attracts additional financing from the private sector and frees up government funding, both of which can be used to support further infrastructure investment. In Australia, state governments have come to rely on “recycling” or privatising infrastructure assets through asset sales. However, this is less prevalent in the US.

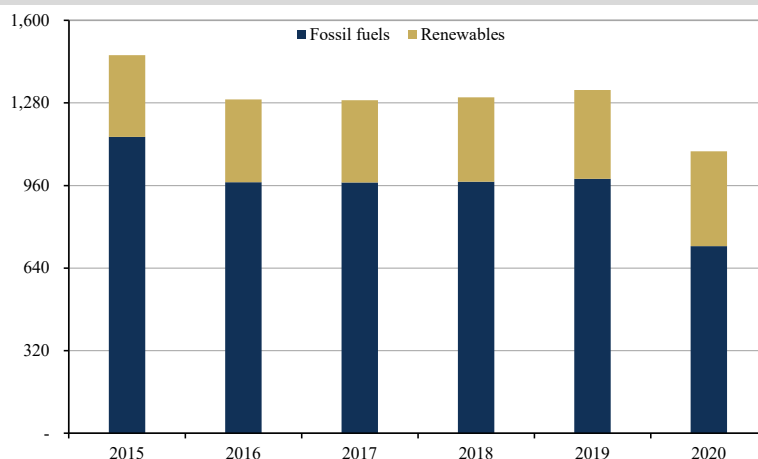
### Global energy market

- 109 Intega’s PPI business offers QA services to the global energy sector. Whilst this business primarily services major midstream and downstream oil and gas operators, PPI has a growing focus on the renewable energy sector.
- 110 Demand for some of PPI’s services is therefore influenced by the level of global investment in energy projects, which can be broadly categorised as traditional fossil fuel and renewable energy projects. Increased investment in fossil fuels has historically been the primary response to rising energy demands around the world, however in recent years the proportion of expenditure allocated to renewable energy sources has increased. Whilst renewable energy investment has increased over the five years ended 2020, fossil fuel expenditure has decreased significantly over the same period, as shown below:

<sup>25</sup> Global Infrastructure Outlook: *Infrastructure investment needs 50 countries, 7 sectors to 2040*, report dated July 2017, noting that this data is updated annually on the Global Infrastructure Hub website.



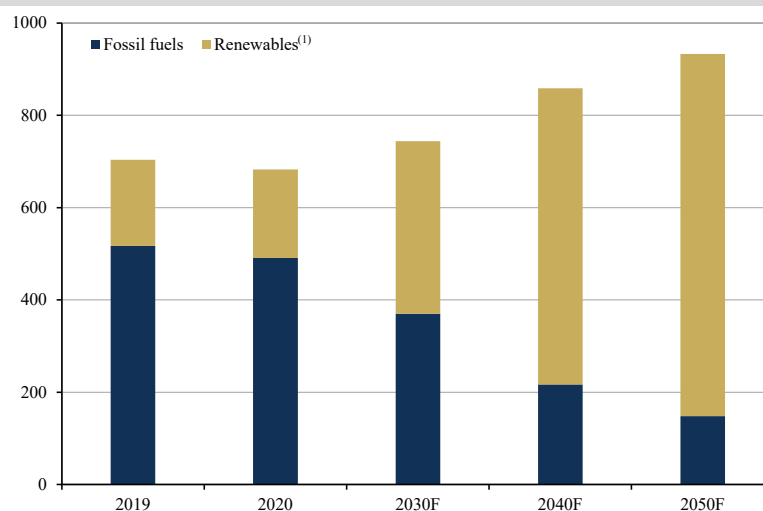
**Global energy investment by source**  
US\$bn



Source: International Energy Agency (IEA): *World Energy Investment 2021* report.

- 111 The growth in renewable energy investment has been driven by the rise in environmental, social and corporate governance investing, increased efficiency of renewable energy technology, and the global response to climate change. Further, in order for the world to limit global warming to 1.5 degrees Celsius above pre industrial levels (i.e. in accord with the Paris Agreement signed in 2015), the IEA has indicated that renewable energy sources will be required to provide the majority of energy supply by 2030, which would follow a course similar to that below:

**Global energy supply by source**  
Exajoule



Note:

1 Solar and wind energy are the primary sources of renewable energy, and represent the largest proportion of the forecast energy supply.

Source: IEA: *Net Zero by 2050 – A Roadmap for the Global Energy Sector* report.

## V Valuation methodology

- 112 RG 111 outlines the appropriate methodologies that a valuer should consider when valuing assets or securities for the purposes of, amongst other things, share buy-backs, selective capital reductions, schemes of arrangement, takeovers and prospectuses. These include:
- (a) the discounted cash flow (DCF) methodology
  - (b) the application of earnings multiples appropriate to the businesses in which the company or its profit centres are engaged or the industries in which they operate, to the estimated future maintainable earnings or cash flows of the company, added to the estimated realisable value of any surplus assets
  - (c) the amount that would be available for distribution to shareholders in an orderly realisation of assets
  - (d) the quoted price of listed securities, when there is a liquid and active market and allowing for the fact that the quoted market price may not reflect their value on a 100% controlling interest basis
  - (e) any recent genuine offers received by the target for any business units or assets as a basis for valuation of those business units or assets.
- 113 Under the DCF methodology the value of the business is equal to the net present value of the estimated future cash flows including a terminal value. In order to arrive at the net present value the future cash flows are discounted using a discount rate which reflects the risks associated with the cash flow stream.
- 114 Methodologies using capitalisation multiples of earnings or cash flows are commonly applied when valuing businesses where a future “maintainable” earnings stream can be established with a degree of confidence. Generally, this applies in circumstances where the business is relatively mature, has a proven track record and expectations of future profitability and has relatively steady growth prospects. Such a methodology is generally not applicable where a business is in start-up phase, has a finite life, or is likely to experience a significant change in growth prospects and risks in the future.
- 115 Capitalisation multiples can be applied to either estimates of future maintainable operating cash flow, EBITDA, EBITA, EBIT or net profit after tax. The appropriate multiple to be applied to such earnings is usually derived from stock market trading in shares in comparable companies which provide some guidance as to value and from precedent transactions within the industry. The multiples derived from these sources need to be reviewed in the context of the differing profiles and growth prospects between the company being valued and those considered comparable. When valuing controlling interests in a business an adjustment is also required to incorporate a premium for control. The earnings from any non-trading or surplus assets are excluded from the estimate of the maintainable earnings and the value of such assets is separately added to the value of the business in order to derive the total value of the company.
- 116 An asset based methodology is applicable in circumstances where neither a capitalisation of earnings nor a DCF methodology is appropriate. It can also be applied where a business is no longer a going concern or where an orderly realisation of assets and distribution of the

proceeds is proposed. Using this methodology, the value of the net assets of the company is adjusted for the time, cost and taxation consequences of realising the company's assets.

### Methodologies selected

- 117 Our assessment of the market value of Intega shares reflects the value of the Intega business (on a cash and debt free basis) and deducting net borrowings. The valuation of the Intega business has been made on the basis of market value as a going concern. The primary valuation methods used to value the business have been the capitalisation of EBITDA and EBITA approaches. Under these methodologies the value of the business is represented by its core underlying EBITDA or EBITA<sup>26</sup> capitalised at a rate (or multiple) reflecting the risks inherent in those earnings.
- 118 We have adopted these methods because:
- (a) Intega's segments, and the businesses that comprise these segments, operate in mature industries and have well established market positions
  - (b) Intega's operations are not particularly capital intensive
  - (c) we do not have long-term cash flow projections which we regard as sufficiently robust to enable a DCF valuation to be undertaken
  - (d) the EBITDA and EBITA multiples for listed companies exposed to similar industry sectors as Intega's business divisions can be derived from publicly available information
  - (e) transaction evidence in the sector is generally expressed in terms of EBITDA and EBITA multiples.
- 119 We have also considered the listed market prices of Intega shares up to:
- (a) 8 June 2021 (being the last trading day prior to the announcement of the Strategic Review); and
  - (b) 1 October 2021 (being the last trading day prior to the announcement of Intega's and Kiwa's entry into the SID).

<sup>26</sup> EBITA is prior to amortisation of acquired intangibles (which is simply an accounting entry in respect of assets which are not expected to have any ongoing cash costs).

## VI Valuation of Intega

### Valuation methodologies

- 120 As stated in Section V we have adopted the capitalisation of EBITDA and EBITA methods as our primary valuation methodologies. Under these methods the EBITDA or EBITA (before non-recurring items) is capitalised at an appropriate multiple. The value of the shares in Intega is then derived by deducting net interest bearing debt.

### Capitalisation of EBITDA approach

#### EBITDA

- 121 In order to assess the appropriate level of EBITDA for valuation purposes we have had regard to the historical results of Intega, and have discussed the financial performance, operating environment and prospects of the business with Intega management. The revenue and EBITDA for Intega over the three years to FY21 is summarised below:

Intega – summary of financial performance			
	FY19	FY20 <sup>(1)</sup>	FY21 <sup>(1)</sup>
	A\$m	A\$m	A\$m
Revenue	269.3	334.0	297.5
EBITDA <sup>(1)</sup>	24.5	30.9	36.8
EBITDA margin	9.1%	9.3%	12.4%

**Note:**

- 1 The FY20 and FY21 results have been adjusted to exclude the impact of changes required under AASB 16. In summary, the adoption of AASB 16 increased reported EBITDA in FY20 and FY21 by approximately A\$12.0 million and A\$14.5 million respectively as rent expenses were replaced by amortisation charges and interest expenses. However, in our view this EBITDA uplift should be excluded as it is simply an accounting treatment which has no cash flow impact or impact on the underlying profitability of Intega.

- 122 As the Raba Kistner business was acquired by Construction Sciences whilst under Cardno ownership effective 30 November 2018, the results for FY19 do not include a full year contribution from this business.
- 123 Group earnings margins have increased materially over the two years to FY21 which is primarily attributable to:
- (a) the turnaround of the T2 business, which included reducing the cost structure of this business and focusing on higher margin work. This improved the earnings for this business significantly from FY20
  - (b) cost savings and efficiencies that the Group undertook from the onset of the COVID-19 pandemic (which have since been embedded into operations). For example, non-essential travel costs have been reduced and are expected to remain low (due to the success of video conferencing, and the efficiencies gained from less traveling).
- 124 Whilst not disclosed above, when considering the level of earnings to adopt for valuation purposes, we have also had regard to the revenue and earnings for the Asia Pacific and

Americas segments as well as the four individual businesses that comprise the Group. In doing this we have also reviewed the Americas segment in US dollars, so as to consider the results for these businesses without the impact of foreign exchange currency translations.

- 125 In addition, Intega has recently finalised the acquisitions of two small bolt-on businesses for the Raba Kistner business, which were previously flagged in Intega's FY21 results release and are expected to contribute earnings to the Group. Further, we have made a number of other earnings adjustments related to an estimate of the impact of COVID-19 and other items (which we have considered for valuation purposes). Adjusting for these items increases EBITDA in FY21 to around A\$40 million to A\$42 million.
- 126 As mentioned in Section III, Intega has not provided specific earnings guidance in relation to FY22. However we note that the commentary provided as a part of its FY21 full year results presentation stated that the business as a whole is expected to benefit from improving market conditions with expected additional investment in government infrastructure (and mining infrastructure in the Asia Pacific business). Having regard to this commentary, discussions with management and our review of management's internal budgets, we note that the Group is expected to grow its earnings in FY22.
- 127 Based on the above, we have adopted EBITDA for valuation purposes of A\$41 million.

#### EBITDA multiple

- 128 The selection of the appropriate EBITDA multiple to apply is a matter of judgement but normally involves consideration of a number of factors including, but not limited to:

##### Factors impacting on the appropriate earnings multiple

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• The stability and quality of earnings</li> <li>• The quality of the management and the likely continuity of management</li> <li>• The nature and size of the business</li> <li>• The spread and financial standing of customers</li> <li>• The financial structure of the company and gearing level</li> <li>• The multiples attributed by share market investors to listed companies involved in similar activities or exposed to the same broad industry sectors</li> <li>• The multiples that have been paid in recent acquisitions of businesses involved in similar activities or exposed to the same broad industry sectors</li> </ul> | <ul style="list-style-type: none"> <li>• The future prospects of the business including the growth potential of the industry in which it is engaged, strength of competitors, barriers to entry, etc.</li> <li>• The cyclical nature of the industry</li> <li>• Expected changes in interest rates</li> <li>• The asset backing of the underlying business of the company and the quality of the assets</li> <li>• The extent to which a premium for control is appropriate</li> <li>• Whether the assessment is consistent with historical and prospective earnings</li> </ul> |
|---|---|

- 129 We discuss below specific factors taken into consideration when assessing the appropriate EBITDA multiple range for Intega.

#### Listed company multiples

- 130 The EBITDA multiples for listed companies operating in the testing, inspection and certification (TIC) sector, for engineering companies offering quality and testing services, and

**LONERGAN EDWARDS**  
& ASSOCIATES LIMITED

for other engineering companies broadly comparable in size to Intega<sup>27</sup>, are set out below (refer to Appendix C for a description of the listed companies):

<b>EBITDA multiples – listed companies</b>				
<b>Company</b>	<b>Enterprise Value<sup>(1)</sup> A\$m</b>	<b>EBITDA multiple<sup>(1)</sup> CY21 (F)<sup>(2)</sup> x</b>	<b>CY22 (F)<sup>(2)</sup> x</b>	<b>Forecast growth<sup>(3)</sup> %</b>
<b>TIC companies</b>				
Intertek Group	15,552	14.7	13.1	9.3%
Applus Services	2,919	8.0	6.9	20.2%
Atlas Technical Consultants	1,134	11.6	9.5	13.0%
<b>Average</b>		11.4	9.9	
<b>Median</b>		11.6	9.5	
<b>Engineering companies offering quality and testing services</b>				
NV5 Global	2,225	13.4	12.3	11.5%
Keller Group	1,678	6.0	5.4	0.0%
Willdan Group	747	21.9	12.0	230.7%
Mistras Group	700	7.5	6.4	23.5%
<b>Average</b>		12.2	9.0	
<b>Median</b>		10.5	9.2	
<b>Other engineering consultancy companies</b>				
Multiconsult	813	11.4	10.2	9.2%
RPS Group	671	11.6	9.4	16.9%
Sitowise Group	494	15.2	12.5	7.1%
Bowman Consulting Group	174	8.1	6.0	23.9%
Projektengagemang Sweden	107	8.8	6.8	20.2%
<b>Average</b>		11.0	9.0	
<b>Median</b>		11.4	9.4	

**Note:**

- 1 Enterprise value (EV) and EBITDA multiples calculated as at 5 October 2021.
- 2 Forecast earnings are based on Bloomberg average analyst forecasts (excluding outliers and outdated forecasts).
- 3 Forecast growth is the CAGR for the three years from CY20 to CY23, except for Willdan Group, Mistras Group and Bowman Consulting Group, which are for the two years from CY20 to CY22.

**Source:** Bloomberg, latest full year statutory accounts, latest interim accounts, company announcements and LEA analysis.

131 In relation to the multiples shown in the table we note that:

- (a) the above multiples are based on the listed market share price (and therefore exclude a premium for control). Empirical evidence from research undertaken by LEA indicates that the average premium paid above the listed market price in successful takeovers in Australia ranges between 30% and 35% (assuming the pre-bid market price does not reflect any speculation of the takeover)<sup>28</sup>. This broadly translates to a premium of 20%

<sup>27</sup> That is with enterprise values of between A\$100 million and A\$1 billion.

<sup>28</sup> LEA has analysed the control premiums paid in successful takeovers and other change in control transactions involving cash consideration in Australia over the period 2000 to 2020. LEA's study covered around 500 transactions in all sectors excluding real estate investment trusts, based on data sourced from Bloomberg, Connect4 and public company transaction documents and ASX announcements. Scrip transactions were excluded from the analysis because the value of the scrip consideration can vary materially depending on the date of measurement

to 25% at the EBITDA multiple or enterprise value level, although this varies depending on the level of debt funding employed in each company

- (b) none of the above companies are directly comparable to Intega, however, the TIC companies are the most comparable to Intega's operations and Atlas Technical Consultants (Atlas) is the most comparable of the three listed companies in this cohort (as it has a similar service offering to Intega, primarily targets infrastructure projects and operates throughout the US)
- (c) all but two of the above listed companies are larger in size than Intega (based on enterprise value). Generally large companies trade on higher multiples than small companies, provided other variables (e.g. forecast growth rates) are similar<sup>29</sup>.

#### TIC transaction evidence

132 There has been a number of recent transactions in the TIC sector relevant to Intega, which are summarised below (refer to Appendix D for a description of these transactions):

EBITDA multiples – TIC company transactions				
Date <sup>(1)</sup>	Target	Acquirer	EV <sup>(2)</sup> million	EBITDA multiple <sup>(3)</sup>
May 21	SAI Global Assurance	Intertek	A\$855	15.5 F
Dec 20	Golder Associates <sup>(4)</sup>	WSP Global	US\$1,140	10.4 H
Jun 20	Normec	Astorg	US\$412	14.6 H
Sep 19	Socotec	Clayton, Dubilier & Rice	€1,800	12.7 H
Aug 19	Atlas Intermediate Holdings	Boxwood Merger Corp	US\$617	9.5 H
Dec 18	Onstream Holdings	Mistras Group	US\$143	9.2 H
Apr 17	Exova Group	Element Materials Technology	£798	12.4 H
Oct 15	Professional Service Industries	Intertek Group	US\$330	7.7 H
Apr 15	Inspecta	NPM Capital (ACTA)	US\$220	9.0 H
<b>Median</b>				<b>10.4</b>

#### Note:

1 Date of announcement.

2 Enterprise value on a 100% basis.

3 H – historical. F – forecast.

4 Golder Associates is not a TIC company, however, it has been grouped with these companies given its operations are similar to Intega's environmental and geotechnical service offerings.

**Source:** LEA analysis using data from company announcements, company annual and interim reports and analyst reports.

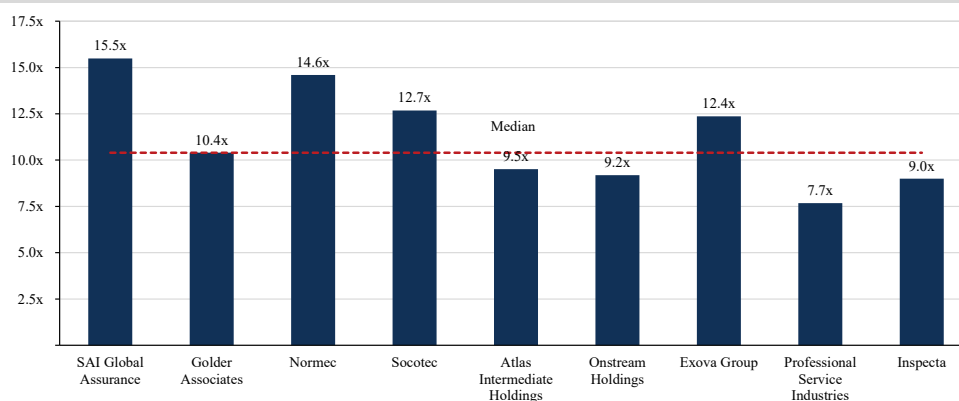
133 A graphical illustration of these EBITDA multiples is as follows:

<sup>29</sup> As one of Australia's leading valuation firms, LEA has an extensive database of Australian company transactions, including details of prices paid, implied enterprise values and earnings multiples. This evidence indicates that:

- (a) small companies generally trade on significantly lower earnings multiples than larger companies (provided other variables such as expected earnings growth are similar); and
- (b) investors usually require a higher rate of return to compensate for the additional risks associated with small companies compared to larger ones.



## EBITDA multiples – TIC company transactions



134 In relation to the above transactions it should be noted that:

- (a) the above transaction multiples are based on the prices paid for 100% ownership of the target companies and therefore implicitly incorporate a (takeover) control premium
- (b) the most relevant transactions (based on the nature of their operations) are:
  - (i) the acquisition of Socotec by Clayton, Dubilier & Rice during September 2019 for 12.7 times historical EBITDA. Socotec is a global leader in TIC, however it is significantly larger than Intega with operations in 23 countries
  - (ii) the acquisition of Atlas by Boxwood Merger Corp for 9.5 times historical EBITDA. As indicated in paragraph 130 above, Atlas has since listed and currently trades on higher implied EBITDA multiples (11.6 times forecast CY21 EBITDA) than the EBITDA multiple implied from the acquisition
  - (iii) the acquisition of Exova, a global testing, calibration and advisory services provider, by Element Materials Technology for 12.4 times historical EBITDA. This business is substantially larger and more diversified than Intega with operations spanning 33 countries.

However, as noted above these businesses are larger and more diversified than Intega. As stated above, large companies trade on higher multiples than small companies, provided other variables (e.g. forecast growth rates) are similar

- (c) SAI Global is primarily focused on assurance, so has some similarities to Intega, whilst Normec is a testing and inspection business with a focus on the life sciences, environment and food sectors. Companies operating within these respective sectors tend to trade or transact at relatively high implied EBITDA multiples
- (d) regarding the other transactions set out in the table and chart above we note that:
  - (i) Golder Associates provides geotechnical and environmental services (which comprise a relatively small part of the overall operations of Intega)

- (ii) we have not placed significant reliance on the Onstream transaction given this business is not as comparable as some of the other businesses that are the subject of the transactions
- (iii) the transactions involving Professional Service Industries and Inspecta are older relative to the other TIC transactions (both undertaken in 2015), and implied EBITDA multiples for TIC companies have increased in the period since these acquisitions were undertaken.

***Transaction evidence for Intega businesses***

- 135 As noted in Section III, two of the current business operations that comprise the Americas segment were acquired by Cardno prior to Intega's demerger from Cardno. Details of these transactions are as follows:
- (a) Raba Kistner – which was acquired in December 2018 for US\$55 million (including US\$12.5 million of performance linked payments). The implied EBITDA multiple was 7.7 times
  - (b) PPI – which was acquired in December 2018 for US\$145 million at an EBITDA multiple of 6.7 times. At the time of acquisition, PPI was a multi-discipline engineering group that provided a range of total project management services to the oil and gas sector, including initial scoping, field development planning, front end engineering and design, detailed engineering and design, drilling and construction project management, field operations, procurement and QA.
- 136 As at the date of this report the Raba Kistner business continues to provide similar services to those that were acquired in December 2018, only on a larger scale and as a part of a larger more diversified group (i.e. Intega).
- 137 We understand that the PPI business has been redirected from a predominant focus on upstream services at the time of acquisition towards mid to downstream services currently. Further, at the time of the acquisition, PPI was more reliant on upstream services, which were influenced by the outlook for energy prices.
- 138 Having regard to the above, and in particular that the respective businesses were both smaller and less diversified at the time of acquisition than the current Intega business, and in the case of PPI, demand was influenced by the outlook for energy prices. As a result we consider that the appropriate EBITDA multiple for Intega should be materially higher than the implied multiples at which these respective businesses were acquired.

***Engineering company transaction evidence***

- 139 We have also considered transactions for engineering services companies since 2015 for companies that are either exposed to the same broad trends as Intega (i.e. transport infrastructure<sup>30</sup>) or of a broadly similar size (i.e. with EVs between A\$100 and A\$1 billion). These transactions are summarised below:

<sup>30</sup> Noting that there are two transactions involving engineering companies focused on transport infrastructure that transacted at over A\$4 billion that have been excluded from this sample due to the significant size difference to Intega.

**EBITDA multiples – engineering consultancy company transactions**

Date <sup>(1)</sup>	Target	Acquirer	EV <sup>(2)</sup> million	EBITDA multiple <sup>(3)</sup>
Dec 18	Poyry	AF	€519	10.3 F
Oct 18	Lime Energy	Willdan Group	US\$120	10.0 H
Jul 18	Louis Berger	WSP Global	US\$400	8.9 H
Mar 18	Moretrench	Keller Group	US\$90	5.7 H
Oct 17	AFW UK Oil & Gas	WorleyParsons	£182	8.9 H
Aug 17	Opus International Consultants	WSP Global	NZ\$278	8.3 F
Mar 17	TRC Companies	New Mountain Capital	US\$657	10.4 F
Oct 16	Mouchel Consulting	WSP Global	£75	7.6 H
May 16	SMEC Holdings	Surbana Jurong	A\$432	9.8 F
Oct 15	Coffey International	Tetra Tech	A\$186	7.8 F
Oct 15	Willbros Group's Professional Services business	TRC Companies	US\$130	7.3 H
Aug 15	MMM Group	WSP Global	C\$425	8.9 H
Jun 15	Grontmij	Sweco	€405	10.5 F
Apr 15	Mouchel Group	Kier Group	£349	10.1 H
<b>Median</b>				<b>8.9</b>

**Note:**

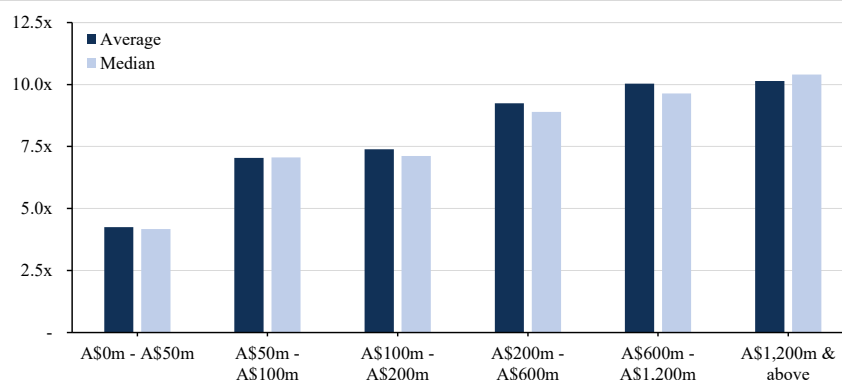
1 Date of announcement.

2 EV on a 100% basis.

3 H – historical. F – forecast.

**Source:** LEA analysis using data from company announcements, company annual and interim reports and analyst reports.

- 140 Similar to the TIC transactions, the above transaction multiples are based on the prices paid for 100% ownership of the target companies and therefore implicitly incorporate a (takeover) control premium.
- 141 The above data indicates that engineering services companies generally transact at lower implied multiples than TIC companies.
- 142 In addition, LEA maintains a database of transaction evidence for the engineering consulting sector. A summary of the implied EBITDA multiples incorporating 110 transactions is set out below:

**EBITDA multiples – engineering consulting company transactions**


143 Regarding the implied EBITDA multiples for the above transactions we note that:

- (a) as indicated above the EBITDA multiples increase with size
- (b) in the A\$200 million to A\$600 million cohort (i.e. those transactions most comparable in size to Intega), the median and average EBITDA multiples are 8.9 times and 9.2 times respectively
- (c) whilst not shown in the above, the implied EBITDA multiples have generally increased in recent years.

**Potential synergies**

144 The synergies available to potential bidders are predominantly public company cost savings. However, the existence of such cost synergies from business combinations is one of the key reasons why bidders pay a control premium to acquire a company. Accordingly, in our opinion, it is inappropriate (in the circumstances of Intega) to incorporate a separate value for synergies over and above that implicitly reflected in the controlling interest multiple applied.

**Other considerations**

145 When assessing the appropriate earnings multiples to apply we have also considered the following.:

*Strengths / Opportunities*

- (a) Intega is a market leader in the Australian and NZ markets
- (b) the North American CMT and SUE markets are highly fragmented and hence there are opportunities to undertaking synergistic acquisitions to increase the scale of the business (noting that the potential market in North America is large)
- (c) government transport infrastructure expenditure levels in Intega's key markets is currently strong

*Weaknesses / Threats*

- (d) in recent years the Group has not achieved any significant revenue growth (noting this has been a period impacted by COVID-19), notwithstanding that earnings and earnings margins have increased through a number of initiatives
- (e) the PPI business is subject to vagaries of commodity price cycles for some of its operations.

**Strategic Review**

146 On 9 June 2021 Intega announced that *"as a result of increased activity and interest in the sector, the Board of Intega has commenced a strategic review with the objective of maximising shareholder value including by exploring ownership options for Intega."*

147 As part of the Strategic Review, Intega and its financial advisers undertook a comprehensive competitive process, which included engagement with a significant number of interested parties (based in Australia and overseas), including potential industry and financial buyers. In

summary, in early August 2021, confidential, indicative, non-binding and incomplete proposals for 100% of Intega were received from a number of parties (including Kiwa).

- 148 Following the review of these proposals, due diligence on Intega was undertaken (on a confidential basis) between August and September 2021 by certain parties that submitted proposals. After the final proposals were evaluated and considered by the Intega Board, Kiwa was identified as the successful bidder and Intega and Kiwa entered into the SID on 3 October 2021.
- 149 We have discussed the results of the Strategic Review and related process with Intega and its financial advisers. Whilst the names of the parties and the terms of the indicative proposals (aside from Kiwa) are confidential, we note that these indicative proposals generally implied EBITDA multiples of around 9.5 to 10.5 times the level of normalised EBITDA for FY21.

#### ***Conclusion on appropriate EBITDA multiple***

- 150 Having regard to the above (in particular, the results of the recent competitive process undertaken as part of the Strategic Review and recent transaction evidence involving similar sized businesses), in our opinion, the appropriate EBITDA multiple for Intega (including a premium for control) is around 9.5 to 10.5 times.

#### **Value of business based on EBITDA approach**

- 151 On this basis the value of Intega's operating business (before debt) under the EBITDA approach is as follows:

Intega – value of operating business		
	Low	High
	A\$m	A\$m
EBITDA for valuation purposes	41.0	41.0
EBITDA multiple (x)	9.5	10.5
<b>Enterprise value</b>	<b>389.5</b>	<b>431.3</b>

#### **Capitalisation of EBITA approach**

##### **EBITA**

- 152 As detailed in paragraph 121 above, we have adopted EBITDA for valuation purposes of A\$41 million. To determine EBITA for valuation purposes we have had regard to sustainable capital expenditure as a proxy for ongoing depreciation, as we view this as a better representation of the ongoing sustainable cost to the business.
- 153 We have assessed sustainable depreciation at A\$6 million to A\$7 million, having regard to recent historical capital expenditure and discussions with Intega management. On this basis we have adopted EBITA for valuation purposes of A\$34.5 million.

##### **EBITA multiple**

- 154 The EBITA multiples for listed companies operating in the TIC sector, for engineering companies offering quality and testing services, and for other engineering companies broadly

comparable in size to Intega<sup>31</sup>, are set out below (refer to Appendix C for a description of the listed companies):

EBITA multiples – listed companies				
Company	EV <sup>(1)</sup> A\$m	EBITA multiple <sup>(1)</sup>		Forecast growth <sup>(3)</sup> %
		CY21 (F) <sup>(2)</sup> x	CY22 (F) <sup>(2)</sup> x	
<b>TIC companies</b>				
Intertek Group	15,552	17.7	15.8	10.8
Applus Services	2,919	10.8	9.0	25.6
Atlas Technical Consultants	1,134	20.5	14.0	19.5
<b>Average</b>		16.3	12.9	
<b>Median</b>		17.7	14.0	
<b>Engineering companies offering quality and testing services</b>				
NV5 Global	2,225	21.5	18.9	18.8
Keller Group	1,678	10.0	8.6	0.2
Willdan Group	747	nm	15.5	na
Mistras Group	700	18.6	13.4	53.1
<b>Average</b>		16.7	14.1	
<b>Median</b>		18.6	14.5	
<b>Other engineering consultancy companies</b>				
Multiconsult	813	12.8	11.6	9.2
RPS Group	671	12.1	10.3	35.1
Sitowise Group	494	16.4	14.3	7.6
Bowman Consulting Group	174	9.5	6.7	28.1
Projektengagemang Sweden	107	10.7	8.1	22.1
<b>Average</b>		12.3	10.2	
<b>Median</b>		12.1	10.3	

**Note:**

- 1 EV and EBITDA multiples calculated as at 5 October 2021. These multiples do not reflect a premium for control.
- 2 Forecast earnings are based on Bloomberg average analyst forecasts (excluding outliers and outdated forecasts).
- 3 Forecast growth is the CAGR for the three years from CY20 to CY23, except for Mistras Group and Bowman Consulting Group, which are for the two years from CY20 to CY22.

**Source:** Bloomberg, latest full year statutory accounts, latest interim accounts, company announcements and LEA analysis.

155 We note that the EBITA multiples for the listed TIC and engineering companies offering quality and testing services trade at a significant premium to the other engineering consultancy companies. This is not apparent from the EBITDA multiples set out at paragraph 130 above.

156 The EBITA multiples for transaction evidence in the TIC sector is summarised below:

<sup>31</sup> That is, with EVs of between A\$100 million and A\$1 billion.

EBITA multiples – TIC company transactions (controlling interest)				
Date <sup>(1)</sup>	Target	Acquirer	EV <sup>(2)</sup> million	EBITA multiple <sup>(3)</sup>
Aug 19	Atlas Intermediate Holdings	Boxwood Merger Corp	US\$617	10.5 H
Dec 18	Onstream Holdings	Mistras Group	US\$143	10.1 H
Apr 17	Exova Group	Element Materials Technology	£798	15.9 H
Oct 15	Professional Service Industries	Intertek Group	US\$330	10.3 H
<b>Median</b>				<b>10.4</b>

**Note:**

1 Date of announcement.

2 Enterprise value on a 100% basis.

3 H – historical. F – forecast.

**Source:** LEA analysis using data from company announcements, company annual and interim reports and analyst reports.

- 157 Similar to the EBITDA multiple approach, we have also considered transactions for engineering services companies since 2015 for companies that are either exposed to the same broad trends as Intega (i.e. transport infrastructure<sup>32</sup>) or of a broadly similar size (i.e. with EVs between A\$100 and A\$1 billion). These transactions are summarised below:

EBITA multiples – engineering consultancy company transactions (controlling interest)				
Date <sup>(1)</sup>	Target	Acquirer	EV <sup>(2)</sup> million	EBITA multiple <sup>(3)</sup>
Dec 18	Poyry	AF	€519	10.8 F
Mar 18	Moretrench	Keller Group	US\$90	8.0 H
Oct 17	AFW UK Oil & Gas	WorleyParsons	£182	8.9 H
Aug 17	Opus International Consultants	WSP Global	NZ\$278	11.5 F
Mar 17	TRC Companies	New Mountain Capital	US\$657	12.2 F
Oct 16	Mouchel Consulting	WSP Global	£75	8.8 H
May 16	SMEC Holdings	Surbana Jurong	A\$432	11.1 F
Oct 15	Coffey International	Tetra Tech	A\$186	10.0 F
Oct 15	Willbros Group's Professional Services business	TRC Companies	US\$130	8.3 H
Aug 15	MMM Group	WSP Global	C\$425	10.3 H
Jun 15	Grontmij	Sweco	€405	15.3 F
Apr 15	Mouchel Group	Kier Group	£349	11.7 H
<b>Median</b>				<b>10.8</b>

**Note:**

1 Date of announcement.

2 EV on a 100% basis.

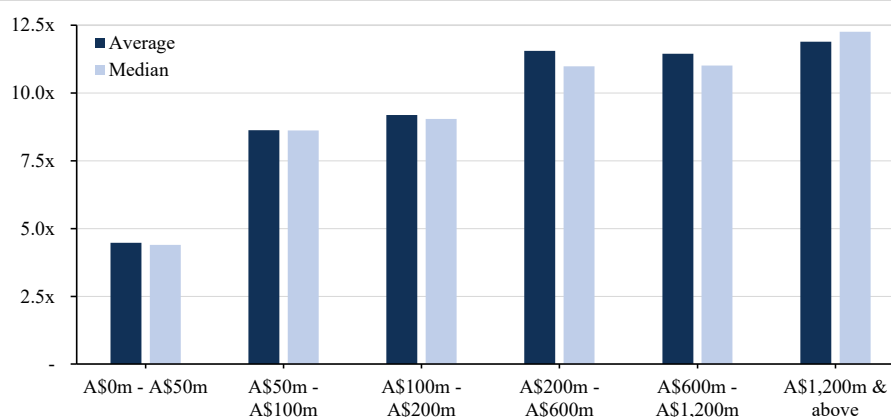
3 H – historical. F – forecast.

**Source:** LEA analysis using data from company announcements, company annual and interim reports and analyst reports.

- 158 As stated above, LEA maintains a database of transaction evidence for the engineering consulting sector. A summary of the implied EBITA multiples incorporating 110 transactions is set out below:

<sup>32</sup> Noting that there are two transactions involving engineering companies focused on transport infrastructure that transacted at over A\$4 billion that have been excluded from this sample due to the significant size difference to Intega.



**EBITA multiples – engineering consultancy company transactions (controlling interest)**


159 Regarding the implied EBITA multiples for the above transactions we note that:

- (a) consistent with the EBITDA multiples shown at paragraph 142, the EBITA multiples increase with size
- (b) in the A\$200 million to A\$600 million cohort, the median and average EBITA multiples are 11.6 times and 11.0 times respectively
- (c) whilst not shown in the above, and consistent with the EBITDA multiples data, the multiples increase in recent years.

160 On balance, we believe an EBITA multiple range of 11.5 to 12.5 is appropriate for Intega on a 100% controlling interest basis. This multiple range is slightly higher than the median EBITA multiples for the transaction evidence for the engineering services companies, on the basis that TIC companies tend to trade and transact at a premium to these companies.

**Value of business based on EBITA approach**

161 Our assessed value of the Intega business adopting an EBITA multiple approach is therefore as follows:

Intega – value of operating business		
	Low A\$m	High A\$m
EBITA adopted for valuation purposes	34.5	34.5
EBITA multiple (x)	11.5	12.5
<b>Enterprise value</b>	<b>396.8</b>	<b>431.3</b>

**Conclusion on business value**

162 The resulting business values under each of the adopted methods are shown below:

Intega – assessed enterprise (business) value		
	Low A\$m	High A\$m
Capitalisation of EBITDA methodology	389.5	430.5
Capitalisation of EBITA methodology	396.8	431.3
<b>Adopted valuation range (rounded)</b>	<b>390.0</b>	<b>430.0</b>

- 163 Based on the above we have adopted a valuation range for the Intega business of A\$390 million to A\$430 million.

### Other assets / liabilities

- 164 Based on discussions with Intega management and our detailed review of Intega's balance sheet we have concluded that there are no assets considered surplus to the business operations.

### Net debt

- 165 As at 30 June 2021, Intega had net debt of A\$45.5 million. However, this amount excludes:

- (a) the consideration paid for the two recent (small) acquisitions
- (b) cash generated by the business since 30 June 2021
- (c) allowance for the ordinary dividend of A\$0.014 per share paid on 30 September 2021
- (d) cash payments to cancel the options and performance rights held by Group management, which will not occur until completion of the Scheme.

- 166 For valuation purposes we have therefore adopted net debt of A\$55 million.

### Share capital

- 167 Intega has 418.3 million shares on issue. In addition, the Group has 1.6 million options on issue which were issued under the employee share option plan and are exercisable at A\$0.735 per share and 4.3 million performance rights.
- 168 As stated above, the options and performance rights will be cancelled in consideration for cash payments to the holders<sup>33</sup> and hence we have allowed for these cash payments in our assessment of net debt. Accordingly, for the purpose of our valuation we have adopted 418.3 million shares on issue.

### Value of Intega

- 169 Based on the above, we have assessed the value of 100% of Intega on a controlling interest basis as follows:

<sup>33</sup> Refer Section 11.3 of the Scheme Booklet for further information.

Value of 100% of Intega		
	Low A\$m	High A\$m
Enterprise value	390.0	430.0
Net debt	(55.0)	(55.0)
<b>Equity value</b>	<b>335.0</b>	<b>375.0</b>
Fully diluted shares on issue (millions) <sup>(1)</sup>	418.3	418.3
<b>Value per share (A\$)</b>	<b>\$0.80</b>	<b>\$0.90</b>

### Comparison with share price

170 We have also considered the listed market prices of Intega shares up to:

- 8 June 2021 (being the last trading day prior to the announcement of the Strategic Review); and
- 1 October 2021 (being the last trading day prior to the announcement of the entry by Kiwa and Intega into the SID).

171 The market prices of Intega shares prior to these dates is shown below:

Intega share prices prior to Strategic Review and Scheme announcement	
	Intega share price A\$
<b>Intega share prices prior to Strategic Review announcement:</b>	
Closing price on 8 June 2021	0.46
VWAP <sup>(1)</sup> for 1 month up to and including 8 June 2021	0.45
VWAP for 3 months up to and including 8 June 2021	0.38
<b>Intega share prices prior to Scheme announcement:</b>	
Closing price on 1 October 2021	0.57
VWAP for 1 month up to and including 1 October 2021	0.56
VWAP for 3 months up to and including 1 October 2021	0.54

**Note:**

1 Volume weighted average price (VWAP).

172 As noted in Section VII, on 9 June 2021 (when announcing the Strategic Review) the Intega Board stated that they considered the listed market price of Intega shares prior to the announcement of the Strategic Review undervalued the Group. Consequently, we do not consider it appropriate to compare our valuation with these listed market prices.

173 For the purposes of our share price comparison, we have therefore adopted the Intega share prices prior to the announcement of the entry by Kiwa and Intega into the SID (i.e. A\$0.54 to A\$0.57 per share).

174 Empirical evidence from research undertaken by LEA indicates that the average premium paid above the listed market price in successful takeovers in Australia ranges between 30% and 35% (assuming the pre-bid market price does not reflect any speculation of the takeover,

and after adjusting the pre-bid market price for the movement in share market indices between the date of the pre-bid market price and the announcement of the takeover)<sup>34</sup>.

- 175 Adding a 30% to 35% premium for control to these share prices would therefore result in a theoretical “control” value of A\$0.70 to A\$0.77 per share. Whilst our assessed valuation of Intega shares (on a 100% controlling interest basis) exceeds this range, we consider that our valuation range is appropriate, noting that:
- (a) in our view, Intega shares continued to be undervalued prior to the announcement of the entry by Kiwa and Intega into the SID
  - (b) our valuation range is broadly consistent with the indicative proposals received pursuant to the competitive process conducted as part of the Strategic Review (see paragraphs 146 to 149 above).

---

<sup>34</sup> LEA has analysed the control premiums paid in successful takeovers and other change in control transactions involving cash consideration in Australia over the period 2000 to 2020. LEA’s study covered around 500 transactions in all sectors excluding real estate investment trusts, based on data sourced from Bloomberg, Connect4 and public company transaction documents and ASX announcements. Scrip transactions were excluded from the analysis because the value of the scrip consideration can vary materially depending on the date of measurement.

## VII Evaluation of the Scheme

176 In our opinion, the Scheme is fair and reasonable and in the best interests of Intega shareholders in the absence of a superior proposal. We have formed this opinion for the following reasons.

### Assessment of the Scheme

#### Value of Intega

177 As set out in Section VI we have assessed the value of Intega between A\$0.80 and A\$0.90 per share.

#### Value of Scheme Consideration

178 If the Scheme is approved and implemented, Intega shareholders will receive A\$0.90 in cash for each Intega share they hold on the Scheme Record Date.

#### Fair and reasonable opinion

179 Pursuant to RG 111 the Scheme is “fair” if the value of the Scheme Consideration is equal to, or greater than, the value of the securities the subject of the Scheme. This comparison for Intega shareholders is shown below:

Comparison of Scheme Consideration to value of Intega			
	Low	High	Mid-point
	A\$ per share	A\$ per share	A\$ per share
Value of Scheme Consideration	0.90	0.90	0.90
Value of 100% of Intega	0.80	0.90	0.85
Extent to which the Scheme Consideration exceeds the value of Intega	(0.10)	-	(0.05)

180 As the Scheme Consideration is equal to the top end of our assessed valuation range for Intega shares on a 100% controlling interest basis, in our opinion, the Scheme Consideration is fair to Intega shareholders when assessed based on the guidelines set out in RG 111.

181 Pursuant to RG 111, a transaction is reasonable if it is fair. Accordingly, in our opinion, the Scheme is fair and reasonable.

#### In the best interests

182 There is no legal definition of the expression “in the best interests”. However, RG 111 states that a Scheme may be “in the best interests of the members of the company” if there are sufficient reasons for shareholders to vote in favour of the Scheme in the absence of a higher offer.

183 Generally, in our experience, if a transaction is “fair” and “reasonable” under RG 111 it will also be “in the best interests” of shareholders. This is because, if the Scheme Consideration is fair, shareholders are implicitly receiving consideration for their shares which is consistent with the full underlying value of those shares.

184 We therefore consider that the Scheme is also “in the best interests” of Intega shareholders in the absence of a superior proposal.

### Other considerations

185 In assessing whether the Scheme is reasonable and in the best interests of Intega shareholders LEA has also considered, in particular:

- (a) the extent to which a control premium is being paid to Intega shareholders
- (b) the extent to which Intega shareholders are being paid a share of any synergies likely to be generated if the Scheme is implemented
- (c) the listed market price of the shares in Intega, both prior to and subsequent to the announcement of the proposed Scheme
- (d) the likely market price of Intega securities if the proposed Scheme is not implemented (and a comparable or superior proposal does not emerge)
- (e) the value of Intega to an alternative offeror and the likelihood of a higher alternative offer being made for Intega prior to the date of the Scheme Meeting
- (f) the advantages and disadvantages of the Scheme from the perspective of Intega shareholders
- (g) other qualitative and strategic issues associated with the Scheme.

186 These issues are discussed in detail below.

### Extent to which a control premium is being paid

187 Research undertaken by LEA indicates that average premiums paid in successful takeovers in Australia generally range between 30% and 35% above the listed market price of the target company's shares<sup>35</sup> three months prior to the announcement of the bid (assuming no speculation of the takeover is reflected in the pre-bid price)<sup>36</sup>. This premium range reflects the fact that:

- (a) the owner of 100% of the shares in a company obtains access to all the free cash flows of the company being acquired, which it would otherwise be unable to do as a minority shareholder
- (b) the controlling shareholder can direct the disposal of surplus assets and the redeployment of the proceeds
- (c) a controlling shareholder can control the appointment of directors, management policy and the strategic direction of the company
- (d) a controlling shareholder is often able to increase the value of the entity being acquired through synergies and/or rationalisation savings.

<sup>35</sup> After adjusting the pre-bid market prices for the movement in share market indices between the date of the pre-bid market price and the announcement of the takeover.

<sup>36</sup> LEA has analysed the control premiums paid in successful takeovers and other change in control transactions involving cash consideration in Australia over the period 2000 to 2020. LEA's study covered around 500 transactions in all sectors excluding real estate investment trusts, based on data sourced from Bloomberg, Connect4 and public company transaction documents and ASX announcements. Scrip transactions were excluded from the analysis because the value of the scrip consideration can vary materially depending on the date of measurement.

- 188 While the Scheme was announced on 4 October 2021, we note that Intega also announced a Strategic Review on 9 June 2021, stating that:

*“as a result of increased activity and interest in the sector, the Board of Intega has commenced a strategic review with the objective of maximising shareholder value including by exploring ownership options for Intega.”*

- 189 Given the above, we have calculated the premium implied by the Scheme Consideration by reference to the market prices of Intega shares (as traded on the ASX) for periods up to and including:

- (a) 8 June 2021 (being the last trading day prior to the announcement of the Strategic Review); and
- (b) 1 October 2021 (being the last trading day prior to the announcement of the entry by Intega and Kiwa into the SID).

- 190 The implied offer premium relative to the Intega share prices up to these dates is shown below:

Implied offer premium relative to recent Intega share prices		
	Intega share price AS	Implied offer premium %
Scheme Consideration	0.90	
<b>Premium based on share prices prior to Strategic Review announcement:</b>		
8 June 2021	0.46	95
VWAP for 1 month up to and including 8 June 2021	0.45	99
VWAP for 3 months up to and including 8 June 2021	0.38	134
<b>Premium based on share prices prior to SID announcement:</b>		
1 October 2021	0.57	58
VWAP for 1 month up to and including 1 October 2021	0.56	61
VWAP for 3 months up to and including 1 October 2021	0.54	67

- 191 As noted above, the implied premiums are much higher when calculated based on the Intega share prices prior to the announcement of the Strategic Review. However, in our opinion, the implied premiums based on these share prices (i.e. prior to the announcement of the Strategic Review) overstate the true control premium being paid for Intega. This is because the Intega Board noted in the Strategic Review announcement that they considered these share prices to undervalue Intega<sup>37</sup>.

- 192 We have therefore placed more reliance on the share prices prior to the announcement of the entry by Intega and Kiwa into the SID. Based on these share prices we note that the Scheme

<sup>37</sup> Specifically, the Intega Board stated in the Strategic Review announcement dated 9 June 2021 that “The Board believes that the business is undervalued by recent prices at which Intega shares have traded on the ASX and, in this context, the strategic review will seek to maximise value for all Intega shareholders.”



Consideration provides Intega shareholders with a premium that significantly exceeds observed premiums generally paid in comparable circumstances.

- 193 Accordingly, in our view, Intega shareholders are being fully compensated for the fact that 100% of control of Intega will pass to Kiwa if the Scheme is approved.

### **Extent to which Intega shareholders are being paid a share of synergies**

- 194 If the Scheme is approved by Intega shareholders, Kiwa will acquire a 100% interest in Intega. As Intega will be privatised, listed company costs will be eliminated. Further, Kiwa operates in the ATIC sector and has some services which are similar or complementary to those of Intega. However, Kiwa has a limited existing presence in Australia and the US.
- 195 Accordingly, whilst some synergy benefits are likely to arise, synergies associated with the Scheme are likely to be confined to cost savings resulting from the potential delisting of Intega from the ASX and related regulatory matters no longer required. Thus, in our opinion, the potential synergies arising from the transaction are unlikely to be material in the overall context of our assessed value of Intega.
- 196 Further, as the Scheme Consideration is equal to the top end of our assessed value range of Intega, we are of the view that Intega shareholders are being paid an appropriate share of the value of the synergies expected to arise from the acquisition.

### **Recent share prices subsequent to the announcement of the Scheme**

- 197 Shareholders should note that Intega shares have traded on the ASX in the range of A\$0.87 to A\$0.895 per share in the period since the entry by Intega and Kiwa into the SID was announced up to 28 October 2021. These share prices are slightly lower than the Scheme Consideration and suggest that the market consensus view is that a superior offer or proposal is unlikely to emerge.
- 198 Intega shareholders considering selling their Intega shares on the ASX will need to consider brokerage costs and should note that:
- (a) the Intega share price on the ASX is subject to daily fluctuation
  - (b) Intega shareholders who sell their Intega shares on the ASX will not obtain the benefit of the Scheme or any superior proposal should this eventuate.

### **Likely price of Intega shares if the Scheme is not implemented**

- 199 If the Scheme is not implemented we expect that, at least in the short term, Intega shares will trade at a significant discount to our valuation and the Scheme Consideration due to the difference between the value of Intega shares on a portfolio basis and their value on a 100% takeover basis. In this regard we note that Intega shares last traded at A\$0.57 per share on 1 October 2021 (being the last trading day prior to the announcement of the entry by Intega and Kiwa into the SID).
- 200 If the Scheme is not implemented those Intega shareholders who wish to sell their Intega shares are therefore likely, at least in the short term, to realise a significantly lower price for their shares than will be payable under the Scheme.

### **Likelihood of an alternative offer**

- 201 As noted above, on 9 June 2021 Intega announced a Strategic Review “with the objective of maximising shareholder value including by exploring ownership options for Intega”.
- 202 As part of the Strategic Review, Intega and its financial advisers undertook a comprehensive competitive process, which included engagement with a significant number of interested parties (based in Australia and overseas), including potential industry and financial buyers. In summary:
- (a) indicative proposals for 100% of Intega were received from a number of parties
  - (b) the offer from Kiwa (pursuant to the Scheme) is higher than the other indicative proposals received for 100% of Intega.
- 203 Given the sale process undertaken, in our opinion, it is unlikely that a superior offer to the Scheme will occur prior to the Scheme Meeting.
- 204 Further, we have been advised by the Directors of Intega that no alternative offers or approaches from any third parties have been received subsequent to the announcement of the entry by Intega and Kiwa into the SID on 4 October 2021.

### **Intention of major shareholder group**

- 205 As at the date of the Scheme Booklet, the Crescent Capital Partners Shareholders together hold 228,891,883 Intega shares (representing 54.72% of the Intega shares on issue). The Crescent Capital Partners Shareholders have notified the Intega Board in writing that they intend to vote all Intega shares held by them in favour of the Scheme, in the absence of a Superior Proposal.

### **Summary of opinion on the Scheme**

- 206 We summarise below the likely advantages and disadvantages for Intega shareholders if the Scheme proceeds.

#### **Advantages**

- 207 In our opinion, the Scheme has the following benefits for Intega shareholders:
- (a) the Scheme Consideration of A\$0.90 cash per share is equal to the top end of our assessed value range for Intega shares on a 100% controlling interest basis
  - (b) the Scheme Consideration represents a significant premium to:
    - (i) the recent market prices of Intega shares prior to the announcement of the Scheme
    - (ii) all market prices since the demerger from Cardno in October 2019
  - (c) furthermore, the premium is well above observed premiums generally paid to target company shareholders in comparable circumstances
  - (d) if the Scheme does not proceed, and in the absence of an alternative offer or proposal, the price of Intega shares is likely to trade at a significant discount to our valuation and the Scheme Consideration due to the portfolio nature of individual shareholdings.

**Disadvantages**

- 208 Intega shareholders should note that if the Scheme is implemented they will no longer hold an interest in Intega. Intega shareholders will therefore not participate in any future value created by the Group over and above that reflected in the Scheme Consideration.
- 209 However, as the midpoint of our assessed value of Intega shares is less than the Scheme Consideration, in our opinion, the present value of Intega's future potential is adequately reflected in the Scheme Consideration.

**Conclusion**

- 210 Given the above analysis, we consider the acquisition of Intega shares under the Scheme is fair and reasonable and in the best interests of Intega shareholders in the absence of a superior proposal.

## Appendix A

### Financial Services Guide

#### Lonergan Edwards & Associates Limited

- 1 Lonergan Edwards & Associates Limited (ABN 53 095 445 560) (LEA) is a specialist valuation firm which provides valuation advice, valuation reports and independent expert's reports (IER) in relation to takeovers and mergers, commercial litigation, tax and stamp duty matters, assessments of economic loss, commercial and regulatory disputes.
- 2 LEA holds Australian Financial Services Licence No. 246532.

#### Financial Services Guide

- 3 The *Corporations Act 2001 (Cth)* (Corporations Act) authorises LEA to provide this Financial Services Guide (FSG) in connection with its preparation of an IER to accompany the Scheme Booklet to be sent to Intega shareholders in connection with the Scheme.
- 4 This FSG is designed to assist retail clients in their use of any general financial product advice contained in the IER. This FSG contains information about LEA generally, the financial services we are licensed to provide, the remuneration we may receive in connection with the preparation of the IER, and if complaints against us ever arise how they will be dealt with.

#### Financial services we are licensed to provide

- 5 Our Australian Financial Services Licence allows us to provide a broad range of services to retail and wholesale clients, including providing financial product advice in relation to various financial products such as securities, derivatives, interests in managed investment schemes, superannuation products, debentures, stocks and bonds.

#### General financial product advice

- 6 The IER contains only general financial product advice. It was prepared without taking into account your personal objectives, financial situation or needs.
- 7 You should consider your own objectives, financial situation and needs when assessing the suitability of the IER to your situation. You may wish to obtain personal financial product advice from the holder of an Australian Financial Services Licence to assist you in this assessment.

#### Fees, commissions and other benefits we may receive

- 8 LEA charges fees to produce reports, including this IER. These fees are negotiated and agreed with the entity who engages LEA to provide a report. Fees are charged on an hourly basis or as a fixed amount depending on the terms of the agreement with the entity who engages us. In the preparation of this IER, LEA is entitled to receive a fee estimated at A\$140,000 plus GST.
- 9 Neither LEA nor its directors and officers receives any commissions or other benefits, except for the fees for services referred to above.



## Appendix A

- 10 All of our employees receive a salary. Our employees are eligible for bonuses based on overall performance and the firm's profitability, and do not receive any commissions or other benefits arising directly from services provided to our clients. The remuneration paid to our directors reflects their individual contribution to the company and covers all aspects of performance. Our directors do not receive any commissions or other benefits arising directly from services provided to our clients.
- 11 We do not pay commissions or provide other benefits to other parties for referring prospective clients to us.

### Complaints

- 12 If you have a complaint, please raise it with us first, using the contact details listed below. We will endeavour to satisfactorily resolve your complaint in a timely manner.
- 13 If we are not able to resolve your complaint to your satisfaction within 45 days of your written notification, you are entitled to have your matter referred to the Australian Financial Complaints Authority (AFCA), an external complaints resolution service. You will not be charged for using the AFCA service.

### Contact details

- 14 LEA can be contacted by sending a letter to the following address:

Level 7  
 64 Castlereagh Street  
 Sydney NSW 2000  
 (or GPO Box 1640, Sydney NSW 2001)

## Appendix B

### Qualifications, declarations and consents

#### Qualifications

- 1 LEA is a licensed investment adviser under the Corporations Act. LEA's authorised representatives have extensive experience in the field of corporate finance, particularly in relation to the valuation of shares and businesses and have prepared hundreds of IERs.
- 2 This report was prepared by Mr Craig Edwards and Mr Jorge Resende, who are each authorised representatives of LEA. Mr Edwards and Mr Resende have over 27 years and 20 years experience respectively in the provision of valuation advice (and related advisory services).

#### Declarations

- 3 This report has been prepared at the request of the Directors of Intega to accompany the Scheme Booklet to be sent to Intega shareholders. It is not intended that this report should serve any purpose other than as an expression of our opinion as to whether or not the Scheme is fair and reasonable and in the best interests of Intega shareholders.

#### Interests

- 4 At the date of this report, neither LEA, Mr Edwards nor Mr Resende have any interest in the outcome of the Scheme. With the exception of the fee shown in Appendix A, LEA will not receive any other benefits, either directly or indirectly, for or in connection with the preparation of this report.

#### Indemnification

- 5 As a condition of LEA's agreement to prepare this report, Intega agrees to indemnify LEA in relation to any claim arising from or in connection with its reliance on information or documentation provided by or on behalf of Intega which is false or misleading or omits material particulars or arising from any failure to supply relevant documents or information.

#### Consents

- 6 LEA consents to the inclusion of this report in the form and context in which it is included in the Scheme Booklet.

## Appendix C

### Listed company multiples

	Enterprise value <sup>(1)</sup> A\$m	EBITDA multiple				EBIT multiple				EBITDA CAGR <sup>(3)</sup> %	EBIT CAGR <sup>(3)</sup> %
		Forecast <sup>(2)</sup>		Forecast <sup>(2)</sup>		Forecast <sup>(2)</sup>		Forecast <sup>(2)</sup>			
		CY21	CY22	CY23	x	x	x	x	x		
Testing, inspection and certification companies											
Intertek Group PLC	15,552	14.7	13.1	12.3		17.7	15.8	14.8		9.3%	10.8%
Applus Services SA	2,919	8.0	6.9	6.5		10.8	9.0	8.6		20.2%	25.6%
Atlas Technical Consultants Inc	1,134	11.6	9.5	9.1		20.5	14.0	13.2		13.0%	19.5%
Average		11.4	9.9	9.3		16.3	12.9	12.2			
Median		11.6	9.5	9.1		17.7	14.0	13.2			
Engineering companies offering quality and testing services											
NV5 Global Inc	2,225	13.4	12.3	11.1		21.5	18.9	16.1		11.5%	18.8%
Keller Group PLC	1,678	6.0	5.4	5.1		10.0	8.6	8.3		0.0%	0.2%
Willdan Group Inc	747	21.9	12.0	na		nm	15.5	na		230.7%	na
Mistras Group Inc	700	7.5	6.4	na		18.6	13.4	na		23.5%	53.1%
Average		12.2	9.0	8.1		16.7	14.1	12.2			
Median		10.5	9.2	8.1		18.6	14.5	12.2			
Other engineering consultancy companies											
Multiconsult ASA	813	11.4	10.2	9.2		12.8	11.6	10.4		9.2%	9.2%
RPS Group PLC	671	11.6	9.4	8.5		12.1	10.3	9.2		16.9%	35.1%
Sitowise Group Plc	494	15.2	12.5	12.2		16.4	14.3	13.7		7.1%	7.6%
Bowman Consulting Group Ltd	174	8.1	6.0	na		9.5	6.7	na		23.9%	28.1%
Projektenagement Sweden AB	107	8.8	6.8	6.1		10.7	8.1	6.7		20.2%	22.1%
Average		11.0	9.0	9.0		12.3	10.2	10.0			
Median		11.4	9.4	8.8		12.1	10.3	9.8			

**Note:**

1 Enterprise value and earnings multiples calculated as at 5 October 2021. Enterprise value includes net debt (interest bearing liabilities less non-restricted cash), net derivative liabilities, net pension liabilities, market capitalisation adjusted for material option dilution and excludes surplus assets.

2 Forecast earnings is based on Bloomberg broker average forecast (excluding outliers and outdated forecasts).

3 CAGR for the three years from CY20 to CY23 except for Willdan Group Inc, Mistras Group Inc and Bowman Consulting Group, which are for the two years from CY20 to CY22.

na - not available. nm - not meaningful.

Source: Bloomberg, latest full year statutory accounts, latest interim accounts, company announcements, LEA analysis.



## Appendix C

### TIC companies

#### Intertek Group

- 1 Intertek is a UK-based company which offers quality assurance services, specialising in TIC. The company operates three segments, being Products, Trade and Resources. The Products segment focuses on ensuring the quality and safety of components and products and minimising risks. The Trade segment consists of three business lines being Caleb Brett, Government & Trade Services and AgriWorld, which provide inspection and other related services. The Resources segment provides technical inspection, asset integrity management, analytical testing and ongoing training services. Intertek employs over 43,000 people in over 100 countries around the world.

#### Applus Services SA

- 2 Applus Services provides TIC and quality assurance services. The company's activities are divided into four divisions: Energy and Industry, which offers engineering consulting and TIC services; Laboratories, which focuses on laboratory testing, system certification and product development services primarily within the aerospace, industrial and consumer goods sectors; Automotive, which is responsible for vehicle roadworthiness testing services, and IDIADA, which delivers design, engineering, testing and certification services primarily to car manufacturers. Applus Services operates in Europe, Africa, Asia and the Americas.

#### Atlas Technical Consultants Inc.

- 3 Atlas is a US provider of TIC, engineering and consulting services. The company provides a range of technical services, enabling its clients to test, inspect, plan, design, certify and manage a wide variety of projects. It also operates as an adviser, in designing, engineering, inspecting, managing and maintaining civil and commercial infrastructure for both existing and new structures. It provides solutions to public and private sector clients in the transportation, commercial, water, government, education and industrial markets.

### Engineering services companies offering quality and testing services

#### NV5 Global Inc.

- 4 NV5 Global is a leading provider of professional and technical engineering consulting solutions, offering services to public and private sector clients in the infrastructure, energy, construction, real estate and environmental markets. The company operates through five business verticals, being Construction Quality Assurance, Infrastructure, Energy, Program Management and Environmental. NV5 Global has over 3,300 employees and operates from more than 100 locations throughout North America, Asia and the Middle East.

#### Keller Group Plc

- 5 Keller Group is the world's largest geotechnical specialist contractor, providing technically advanced geotechnical solutions to the construction and infrastructure industries. The company's services include ground improvement, grouting, heavy foundations, earth retention, post tension systems and instrumentation and monitoring. Headquartered in London, the UK, Keller Group has over 10,000 employees and operates in over 40 countries throughout North America, the Asia Pacific, Europe and the Middle East.

## Appendix C

### Willdan Group Inc.

- 6 Willdan Group provides professional technical and consulting services across two business segments, being Energy and Engineering & Consulting. The company's Energy segment provides engineering services to rail, port, water, mining and other civil engineering projects. Its Engineering & Consulting division provides engineering and consulting services to a broader customer base, including construction management, building and safety, geotechnical and materials testing. Willdan Group employs over 1,200 employees and operates from offices located throughout the US.

### Mistras Group Inc.

- 7 Mistras Group is a global provider of asset protection solutions used to evaluate structural integrity and reliability of critical energy, industrial and public infrastructure across the oil and gas, aerospace, power, infrastructure and manufacturing sectors. The company's services include field laboratory inspections and testing, engineering services for asset integrity management, maintenance and light mechanical services and manufacturing of inspection monitoring equipment. Mistras Group employs over 5,000 staff and operates from its offices located throughout North America, South America, Europe and Asia.

## Other engineering consultancy companies

### Multiconsult ASA

- 8 Multiconsult is one of Norway's leading engineering design, consultancy and architecture companies. It operates across the real estate, industry, oil and gas, renewable energy, transportation, water and environment sectors. The company's services include multidisciplinary consultancy, design, planning, project supervision, project management, geotechnical site surveys, verifications and controls. Multiconsult employs over 2,930 staff and operates from 39 offices primarily located throughout Norway.

### RPS Group Plc

- 9 RPS Group is a professional services consultancy firm with over 5,600 staff that serves clients across the property, energy, transport, water, resources, defence and government sectors. The company provides a range of services including project and program management, design and development, advisory and management consulting, exploration and development, water services, environment, planning and approval and health, safety and risk. RPS Group is headquartered in Abingdon, UK and operates in over 125 countries across the Asia Pacific, North America and Europe.

### Sitowise Group Plc

- 10 Sitowise Group provides buildings, infrastructure, and digital solutions in Finland, Sweden, and internationally. The company offers a full range of design and consultancy services related to the built environment, with a focus on transport infrastructure and urban development projects. Sitowise Group serves both the private and public sectors, employs around 1,900 staff, and is headquartered in Espoo, Finland.

### Bowman Consulting Group Ltd

- 11 Bowman Consulting Group is a professional services company engaged in delivering engineering solutions to customers who own, develop, and maintain the built environment.



## Appendix C

The company provides planning, civil engineering, construction management, commissioning, environmental consulting, geomatics, survey, land procurement and other technical services to over 2,200 customers. It offers its services to companies operating across various sectors, including commercial and industrial, education, government, healthcare, mining, parks and recreation, power and energy, retail, real estate, utilities and transportation.

### **Projektengagemang Sweden AB**

- 12 Projektengagemang Sweden is a multi-disciplinary engineering consultancy company, which offers a range of services covering project management, urban planning, building design, infrastructure, industry and energy. The services comprise architecture, town planning, lighting and building design, geotechnics and surveying, electrical engineering, sanitation systems, plant construction, transport systems, landscape, roads, water supply and sewerage, inspection and others. The company operates in Sweden and has a subsidiary in India.

## Appendix D

### Descriptions of TIC transactions

#### SAI Global Assurance

- 1 Intertek announced it was acquiring SAI Global Assurance during May 2021 for A\$855 million. SAI Global Assurance provides assurance services, including management systems certification and second party audits across a wide variety of end-markets to more than 60,000 customers in over 130 countries. The company is the market leader in assurance in Australia and has scale positions in the US, Canada and the UK, and a fast-growing business in China. In addition to management systems certifications, SAI has a particularly strong position in the food, agriculture and quick service restaurant end-markets, as well as a presence in environmental and sustainability audits.

#### Golder Associates Ltd

- 2 On 3 December 2020, WSP Global announced that it would acquire Golder Associates for approximately US\$1.14 billion. Founded in 1960 and headquartered in Mississauga, Ontario, Golder Associates is an engineering and consulting firm with 60 years of experience in the geosciences sector (an engineering niche focused on earth and environmental conditions). The company provides engineering, remediation, regulatory and compliance, design and environmental services to clients in the mining, manufacturing, oil and gas, power and infrastructure industries. Golder Associates operates in 155 offices with approximately 7,000 employees across more than 30 countries globally.

#### Normec

- 3 In June 2020, Normec was acquired by private equity firm Astorg Partners for US\$412 million. Normec specialises in TIC and compliance predominantly in the Netherlands, Belgium and Germany. The company assesses and supports the quality and safety of materials, systems and products by conducting independent audits, tests and inspections based on accredited methods. Normec operates in the life safety, environment, food and agriculture segments, and has over 900 employees globally.

#### Socotec SE

- 4 Global private equity company Clayton, Dubilier and Rice announced the acquisition of 30% of Socotec on 24 September 2019, valuing the company at approximately €1.8 billion. Socotec is one of Europe's largest providers of TIC services for construction sites. With facilities in more than 40 countries and 6,700 employees, Socotec delivers services to improve the performance of businesses and local authorities through risk management. The company provides assistance to its clients over the full project lifecycle, in the areas of quality, health and safety, and the environment.

#### Atlas Intermediate Holdings LLC

- 5 On 13 August 2019, Boxwood Merger Corp., a publicly traded special purpose acquisition company, announced it was acquiring Atlas Intermediate Holdings for approximately US\$617 million. Headquartered in Austin, Texas, with offices located throughout the US, Atlas Intermediate Holdings is a provider of TIC, engineering and consulting services, offering solutions to public and private sector clients in the transportation, commercial, water, government, education and industrial markets.

## Appendix D

### Onstream Holdings Inc

- 6 On 13 December 2018, Mistras Group completed the acquisition of Onstream Holdings for approximately US\$143 million. Onstream is a leading provider of proprietary, technology-enabled inline inspection and data analytics services, and is a leading provider of inline inspection services to the mid-bore North American gathering and midstream pipeline market. The company offers combination inspection tools with high-resolution sensors to identify and record all pertinent pipeline data including hardware, girth welds, bends, metal loss defects and pipeline specific geometry features.

### Exova Group

- 7 On 24 April 2017, Element Materials Technology announced it was acquiring Exova Group for consideration of £798 million. Exova Group is a leading provider of laboratory-based testing and related advisory services, operating 136 laboratories and offices in 33 countries worldwide. The group focuses on providing customers with technically demanding, value-added testing for a broad range of advanced materials, components and products and systems to ensure compliance with safety, performance and quality standards for accreditation bodies and regulatory authorities.

### Professional Service Industries Inc

- 8 Intertek announced it was acquiring Professional Service Industries during October 2015 for US\$330 million. Professional Service Industries is a leading US-based provider of testing and assurance services to the commercial and civil construction markets, with a broad service offering including building materials testing, geotechnical services and property and environmental assurance. Founded in 1961 and headquartered in Illinois, the company employs approximately 2,400 people at 87 locations across the US. Its services also include environmental consulting, geotechnical engineering, industrial hygiene, facilities and roof consulting and mechanical testing.

### Inspecta

- 9 On 8 April 2015, Dutch holding company ACTA (a portfolio company of private equity firm NPM Capital) announced it was acquiring Inspecta for approximately US\$220 million. Inspecta principally offers inspection services for installations in a range of industries, including process and manufacturing, refining, electricity generation and mining. It also deals with installations in buildings, such as lifts, fire safety and ventilation. The company has branches in all the Scandinavian countries, as well as in the Baltic States and Poland, and has approximately 1,600 employees.

## Appendix E

### Glossary

Term	Meaning
A\$	Australian dollar
AASB 16	Australian Accounting Standard AASB 16 – <i>Leases</i>
ABS	Australian Bureau of Statistics
AFCA	Australian Financial Complaints Authority
ASCE	American Society of Civil Engineers
ASIC	Australian Securities & Investments Commission
ASX	Australian Securities Exchange
ATIC	Assurance, testing, inspection and certification
Atlas	Atlas Technical Consultants Inc
CAGR	Compound annual growth rate
Cardno	Cardno Limited
CMT	Construction materials testing
Corporations Act	<i>Corporations Act 2001</i> (Cth)
Corporations Regulations	Corporations Regulations 2001
Crescent Capital Partners Shareholders	Together, CCP Trusco 4 Pty Ltd as trustee for Crescent Capital Partners Designated Trust VA, CCP Trusco 5 Pty Ltd as trustee for Crescent Capital Partners Designated Trust VB, CCP Trusco 1 Pty Ltd as trustee for Crescent Capital Partners Specific Trust VA, CCP Trusco 2 Pty Ltd as trustee for Crescent Capital Partners Specific Trust, CCP Trusco 3 Pty Ltd as trustee for Crescent V Co-Investor Trust 1, and CCP Trusco 3 Pty Ltd as trustee for Crescent V Co-Investor Trust 2
DCF	Discounted cash flow
EBIT	Earnings before interest and tax
EBITA	Earnings before interest, tax, and amortisation of acquired intangibles
EBITDA	Earnings before interest, tax depreciation and amortisation
EV	Enterprise value
FIRB	Foreign Investment Review Board
FSG	Financial Services Guide
FY	Financial year
GDP	Gross domestic product
IEA	International Energy Agency
IER	Independent expert's report
Intega / the Group	Intega Group Limited
Kiwa	Kiwa N.V.
Kiwa Nominee	A wholly-owned subsidiary of Kiwa
LEA	LonerGAN Edwards & Associates Limited
NZ	New Zealand
QA	Quality assurance
RG 111	Regulatory Guide 111 – <i>Content of expert reports</i>
Scheme	Scheme of arrangement between Intega and its shareholders to implement the SID
Scheme Consideration	A\$0.90 cash for each Intega share held on the Scheme Record Date
SID	Scheme Implementation Deed
Strategic Review	Strategic review commenced by the Board of Intega in June 2021
SUE	Subsurface utility engineering
TIC	Testing, inspection and certification
TSA	Transitional Services Agreement
UK	United Kingdom
US	United States of America



## Appendix E

Term	Meaning
US\$	US dollar
VWAP	Volume weighted average price
WANOS	Weighted average number of shares outstanding



## Attachment B Scheme



---

### **Scheme of Arrangement**

made under section 411 of the Corporations Act

Intega Group Limited (ACN 633 194 920)

Each person who is registered on the Target Share Register as the holder of Target Shares as at the Scheme Record Date

SYDNEY | MELBOURNE | PERTH

## Contents

## Page

1	Defined terms, interpretation and Scheme components	3
1.1	Defined terms	3
1.2	Interpretation	3
1.3	Scheme components	3
2	Preliminary matters	3
2.1	Target	3
2.2	Bidder and Bidder Nominee	4
2.3	Scheme Implementation Deed	4
2.4	Deed Poll	4
3	Conditions Precedent	5
3.1	Conditions Precedent	5
3.2	Certificates in relation to Conditions Precedent	5
4	Scheme becoming Effective	5
4.1	Effective Date	5
4.2	End Date	6
5	Implementation of this Scheme	6
5.1	Lodgement of Court orders with ASIC	6
5.2	Consequences of this Scheme becoming Effective	6
5.3	Provision of Scheme Consideration	6
5.4	Transfer of Scheme Shares	6
5.5	Suspension of trading of Target Shares on ASX	7
5.6	Removal of Target from Official List of ASX	7
6	Scheme Consideration	7
6.1	Scheme Consideration	7
6.2	Fractional entitlements	7
7	Provision of Scheme Consideration	8
7.1	Provision of Aggregate Scheme Consideration	8

7.2	Provision of Scheme Consideration to Scheme Shareholders	8
7.3	Cancellation and re-issue of cheques, right to credit Separate Account, and treatment of unclaimed monies	8
7.4	Joint holders	10
7.5	Orders or directions of a court or Government Agency	10
8	Dealings in Target Shares	10
8.1	Dealings in Target Shares by Target Shareholders	10
8.2	Target Share Register	11
8.3	Information to be made available to Bidder	11
8.4	Effect of share certificates and holding statements	11
9	General Scheme provisions	12
9.1	Consent to amendments to this Scheme	12
9.2	Binding effect of this Scheme	12
9.3	Agreement of Scheme Shareholders	12
9.4	Warranties by Scheme Shareholders	12
9.5	Title to and rights in Scheme Shares	13
9.6	Appointment of attorney and agent and authority given to Target	13
9.7	Appointment of Bidder Nominee as sole proxy	14
10	General	14
10.1	Duty	14
10.2	Notices	15
10.3	Further acts and documents	15
10.4	Consent	15
10.5	No liability when acting in good faith	15
10.6	Governing law and jurisdiction	15
	Schedule 1 Dictionary	16
	Attachment A Deed Poll	

Date:

## Parties

- 1 **Intega Group Limited (ACN 633 194 920)** of Level 1, 17 Byres St Newstead QLD 4006 (**Target**)
- 2 **Each person who is registered on the Target Share Register as the holder of Target Shares as at the Scheme Record Date**

## Background

- A Target and the Bidder have entered into the Scheme Implementation Deed, pursuant to which, amongst other things, Target has agreed to propose this Scheme to Target Shareholders and each of Target and Bidder has agreed to take certain steps to give effect to this Scheme.
- B If this Scheme becomes Effective, Bidder or Bidder Nominee will provide or procure the provision of the Scheme Consideration to the Scheme Shareholders in accordance with the provisions of this Scheme, Bidder will acquire all of the Scheme Shares and Target will enter Bidder Nominee in the Share Register as the holder of all of the Scheme Shares with the result that Target will become a wholly-owned subsidiary of Bidder Nominee.
- C This Scheme is made under section 411 of the Corporations Act.

### The parties agree

## 1 Defined terms, interpretation and Scheme components

### 1.1 Defined terms

A term or expression starting with a capital letter which is defined in the dictionary in Schedule 1 has the meaning given to it in the dictionary.

### 1.2 Interpretation

The interpretation clause in Schedule 1 sets out rules of interpretation for this Scheme.

### 1.3 Scheme components

This Scheme includes any schedule to it.

## 2 Preliminary matters

### 2.1 Target

- (a) Target is a public company limited by shares, incorporated in Australia and registered in the State of Queensland.
- (b) Target is admitted to the Official List of ASX and Target Shares are Officially Quoted on the ASX.

- (c) As at the date of the Scheme Implementation Deed, Target had the following securities on issue:

- (i) 418,317,630 Target Shares;
- (ii) 4,297,760 Target Performance Rights; and
- (iii) 1,584,157 Target Options.

## 2.2 Bidder and Bidder Nominee

- (a) Bidder is a company incorporated in the Netherlands.
- (b) Under clause 4.3 of the Scheme Implementation Deed, Bidder may nominate a wholly-owned Subsidiary of Bidder to which all of the Scheme Shares are to be transferred in accordance with clause 5.4 of this Scheme (**Bidder Nominee**).
- (c) If Bidder nominates a Bidder Nominee in accordance with clause 2.2(b) and clause 4.3 of the Scheme Implementation Deed:
  - (i) the Scheme Shares must be transferred (under the terms of this Scheme) to the Bidder Nominee rather than Bidder;
  - (ii) Bidder must procure that the Bidder Nominee:
    - (A) complies with all of the relevant obligations of Bidder under the Scheme and the Deed Poll; and
    - (B) enters into the Deed Poll (together with Bidder); and
  - (iii) any such nomination will not relieve Bidder of any of its obligations under the Scheme Implementation Deed, this Scheme or the Deed Poll, including, but not limited to, the obligation to pay the Scheme Consideration in accordance with the terms of this Scheme. However, Target has agreed in the Scheme Implementation Deed that Bidder will not be in breach of, and will have no liability under, the Scheme Implementation Deed for failing to discharge an obligation of Bidder under the Scheme Implementation Deed if Bidder Nominee fully discharges that obligation.
- (d) Bidder has nominated Kiwa Australia 2 Pty Ltd (ACN 656 686 549) of Level 36, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000 (being an Australian proprietary company limited by shares, registered in New South Wales) as the Bidder Nominee in accordance with clause 4.3 of the Scheme Implementation Deed.

## 2.3 Scheme Implementation Deed

Bidder and Target have entered into the Scheme Implementation Deed in respect of (among other things) the implementation of this Scheme.

## 2.4 Deed Poll

This Scheme attributes actions to Bidder and Bidder Nominee but does not itself impose any obligations on Bidder or Bidder Nominee to perform those actions. Each of Bidder and Bidder Nominee has agreed, by executing the Deed Poll, to perform the actions attributed to Bidder or Bidder Nominee under this Scheme, including (but not limited to)

the obligation to provide or procure the provision of the Scheme Consideration to the Scheme Shareholders in accordance with the terms of this Scheme.

### 3 Conditions Precedent

#### 3.1 Conditions Precedent

This Scheme is conditional on and will not become Effective until the satisfaction of each of the following conditions precedent:

- (a) **(Conditions Precedent under Scheme Implementation Deed)** all of the Scheme Implementation Deed Conditions Precedent (other than the Scheme Implementation Deed Condition Precedent in clause 3.1(b) of the Scheme Implementation Deed are satisfied or, if applicable, waived in accordance with the terms of the Scheme Implementation Deed by the Delivery Time;
- (b) **(no termination of Scheme Implementation Deed or Deed Poll)** neither the Scheme Implementation Deed nor the Deed Poll is terminated in accordance with its terms before the Delivery Time;
- (c) **(Court Approval Condition)** the Court approves this Scheme in accordance with section 411(4)(b) of the Corporations Act (either unconditionally and without modification or with modifications or conditions consented to by Bidder in accordance with clause 4.1(b) of the Scheme Implementation Deed) (**Court Approval Condition**); and
- (d) **(Court orders become effective)** the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving this Scheme coming into effect pursuant to section 411(10) of the Corporations Act,

(each, a **Condition Precedent**).

#### 3.2 Certificates in relation to Conditions Precedent

- (a) Each of Target and Bidder must provide a certificate to the Court at the Second Court Hearing confirming (in respect of matters within its knowledge), as at the Delivery Time, whether or not:
  - (i) the Condition Precedent in clause 3.1(a) has been satisfied; and
  - (ii) the Condition Precedent in clause 3.1(b) has been satisfied.
- (b) The giving of certificates by Target and Bidder to the Court under clause 3.2(a) constitutes conclusive evidence that the Conditions Precedent in clauses 3.1(a) and 3.1(b) have been satisfied.

### 4 Scheme becoming Effective

#### 4.1 Effective Date

Subject to:

- (a) the satisfaction of the Conditions Precedent set out in clause 3.1 of this Scheme; and

(b) clause 4.2 of this Scheme,

this Scheme will become Effective on and from the Effective Date.

#### **4.2 End Date**

Without limiting any rights of Bidder and Target under the Scheme Implementation Deed, unless Target and Bidder otherwise agree in writing, this Scheme will lapse and be of no further force or effect (and will not become Effective) if the Scheme Implementation Deed or the Deed Poll is terminated in accordance with their respective terms before the Scheme becomes Effective or if the Effective Date does not occur on or before the End Date.

## **5 Implementation of this Scheme**

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

For the purposes of section 411(10) of the Corporations Act, Target must lodge with ASIC an office copy of the order made by the Court under section 411(4)(b) of the Corporations Act approving this Scheme before 5.00pm on the first Business Day after the day on which such office copy is received by Target (or such later date as Target and Bidder agree in writing).

### **5.2 Consequences of this Scheme becoming Effective**

If this Scheme becomes Effective:

- (a) it will override the Target Constitution, to the extent of any inconsistency;
- (b) subject to the terms of this Scheme, in consideration for the transfer to Bidder Nominee of the Scheme Shares, each Scheme Shareholder will be entitled to the Scheme Consideration in respect of each Scheme Share in accordance with the terms and conditions of this Scheme;
- (c) Bidder or Bidder Nominee must (pursuant to its obligations under this Scheme and the Deed Poll) provide or procure the provision of the Scheme Consideration in the matter contemplated by this Scheme; and
- (d) subject to the provision of the Scheme Consideration as contemplated by clause 5.2(c), all the Scheme Shares (together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date) will be transferred to Bidder Nominee.

### **5.3 Provision of Scheme Consideration**

Subject to this Scheme becoming Effective, in consideration for the transfer to Bidder Nominee of the Scheme Shares held by each Scheme Shareholder under the terms of this Scheme, Bidder will provide, or procure the provision, to each applicable Scheme Shareholder the Scheme Consideration to which that Scheme Shareholder is entitled (as determined in accordance with clause 6) on the Implementation Date by complying with its obligations under clause 7.1 (and otherwise in accordance with this Scheme).

### **5.4 Transfer of Scheme Shares**

On the Implementation Date:



For personal use only

- (a) subject to the provision of the Scheme Consideration to Scheme Shareholders in the manner contemplated by this Scheme, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date, must be transferred to Bidder Nominee without the need for any further act by any Scheme Shareholder (other than acts performed by Target or its officers as agent and attorney of the Scheme Shareholders under clause 9.5, or otherwise) by:
  - (i) Target duly completing and executing the Scheme Transfer on behalf of the Scheme Shareholders (as transferors) and delivering it to Bidder Nominee; and
  - (ii) Bidder Nominee duly executing the Scheme Transfer (as transferee), attending to the stamping of the Scheme Transfer (if required) and delivering it to Target for registration; and
- (b) immediately after receipt of the Scheme Transfer in accordance with clause 5.4(a)(ii), but subject to the stamping of the Scheme Transfer (if required), Target must enter, or procure the entry of, the name of Bidder Nominee in the Target Share Register as the registered holder of all of the Scheme Shares.

#### **5.5 Suspension of trading of Target Shares on ASX**

Target must apply to ASX for the suspension of trading in Target Shares on ASX with effect from the close of trading on ASX on the Effective Date

#### **5.6 Removal of Target from Official List of ASX**

If directed by Bidder in writing, Target must take all steps necessary for Target to be removed from the Official List on the Business Day immediately following the Implementation Date (or such other Business Day notified by Bidder to Target in writing), including by lodging a request for removal from the Official List with ASX on or before the Implementation Date, and any one or more of Target and Bidder must satisfy any conditions reasonably required by ASX for it to act on that request.

---

## **6 Scheme Consideration**

### **6.1 Scheme Consideration**

Under this Scheme (but subject to the terms of the Scheme), each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder at the Scheme Record Date.

### **6.2 Fractional entitlements**

Where the calculation of the Scheme Consideration to be provided to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent (after applying the Scheme Shareholder's entitlement (prior to rounding) to its entire holding of Scheme Shares), the fractional entitlement will be rounded down to the nearest whole cent.

## 7 Provision of Scheme Consideration

### 7.1 Provision of Aggregate Scheme Consideration

- (a) Bidder or Bidder Nominee must deposit, or procure the deposit, in cleared funds an amount equal to the Aggregate Scheme Consideration into the Trust Account by no later than the Business Day before the Implementation Date, such amount to be held by Target on trust for Scheme Shareholders (provided that any interest on such amount(s) deposited (less bank fees and other related charges) (**Accrued Interest**) will be credited to Bidder's account).
- (b) Bidder must notify Target in writing as soon as practicable after it or Bidder Nominee has complied with its obligations under clause 7.1(a).

### 7.2 Provision of Scheme Consideration to Scheme Shareholders

- (a) On the Implementation Date, subject to clause 7.2(b) and Bidder or Bidder Nominee having complied with its obligations under clause 7.1, Target must pay or procure the payment of the Scheme Consideration from the Trust Account to each Scheme Shareholder who is entitled to receive the Scheme Consideration (in accordance with this terms of this Scheme), such amount of cash as is due to that Scheme Shareholder as Scheme Consideration in respect of all that Scheme Shareholder's Scheme Shares.
- (b) The obligations of Target under clause 7.2(a) will be satisfied by Target (in its absolute discretion, and despite any election referred to in clause 7.2(b)(i) or authority referred to in clause 7.2(b)(ii) made or given by the Scheme Shareholder):
  - (i) if a Scheme Shareholder has, before the Scheme Record Date, made a valid election in accordance with the requirements of the Target Share Registry to receive dividend payments from Target by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election;
  - (ii) if a Scheme Shareholder has otherwise nominated a bank account for the purpose of receiving the Scheme Consideration by an appropriate authority from the Scheme Shareholder to Target, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means to that bank account; or
  - (iii) otherwise, dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Scheme Shareholder (or, in the case of joint holders, in accordance with the procedures set out in clause 7.4).

### 7.3 Cancellation and re-issue of cheques, right to credit Separate Account, and treatment of unclaimed monies

- (a) Target may cancel a cheque issued under clause 7.2(b)(iii) if the cheque:
  - (i) is returned to Target; or

For personal use only

- (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Target (or the Share Registry) (which request may not be made until the date which is 5 Business Days after the Implementation Date), a cheque that was previously cancelled under clause 7.3(a) must be reissued.
- (c) In the event that:
  - (i) either:
    - (A) a Scheme Shareholder does not have a Registered Address; or
    - (B) Target, as trustee for the Scheme Shareholders, believes that a Scheme Shareholder is not known at the Scheme Shareholder's Registered Address,

and no account has been notified in accordance with clause 7.2(b)(i) or clause 7.2(b)(ii) or a deposit into such an account is rejected or refunded; or
  - (ii) a cheque issued under this clause 7 has been cancelled in accordance with clause 7.3(a),

Target, as the trustee for the Scheme Shareholders, may credit the amount payable to the relevant Scheme Shareholder to a separate bank account of Target (**Separate Account**) to be held until the Scheme Shareholder claims the amount or the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW) (however, to avoid doubt, if the amount is not credited to a Separate Account, the amount will continue to be held in the Trust Account until the Scheme Shareholder claims the amount or the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW)).
- (d) Without limiting clause 7.3(f), if the Target credits an amount payable to a Scheme Shareholder to a Separate Account under clause 7.3(c), until such time as the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW), Target must hold the amount on trust for the relevant Scheme Shareholder, but, to the extent permitted by the *Unclaimed Money Act 1995* (NSW), any interest or other benefit accruing from the amount will be to the benefit of Bidder.
- (e) An amount credited to a Separate Account or Trust Account (as applicable) is to be treated as having been paid to the Scheme Shareholder when credited to the Separate Account or Trust Account (as applicable). Target must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.
- (f) Subject to clause 7.3(d), the *Unclaimed Money Act 1995* (NSW) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 7 of the *Unclaimed Money Act 1995* (NSW)), provided that, to the extent permitted by the *Unclaimed Money Act 1995* (NSW), any interest or other benefit accruing from such unclaimed Scheme Consideration will be to the benefit of Bidder.
- (g) Target must pay any Accrued Interest to any account nominated by Bidder (in writing no later than the Business Day before the Implementation Date) following

satisfaction of Target's obligations under clause 7.2(a) and in any event on the Implementation Date.

#### 7.4 Joint holders

In the case of Scheme Shares held in joint names:

- (a) subject to clause 7.2(b), any Scheme Consideration payable in respect of those Scheme Shares is payable to the joint holders;
- (b) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the Share Register as at the Scheme Record Date; and
- (c) any other document required to be sent under this Scheme will be forwarded to the holder whose name appears first in the Share Register as at the Scheme Record Date.

#### 7.5 Orders or directions of a court or Government Agency

If written notice is given to Target (or the Target Share Registry) of an order or direction made by a court of competent jurisdiction or a Government Agency that:

- (a) requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which sum would otherwise be payable to that Scheme Shareholder by Target in accordance with this clause 7, then Target will be entitled to make that payment (or procure that it is made) in accordance with that order or direction; or
- (b) prevents Target from making a payment to a particular Scheme Shareholder in accordance with clause 7.2, or such payment is otherwise prohibited by applicable law, Target will be entitled to retain an amount, in Australian dollars, equal to the amount of the relevant payment until such time as payment in accordance with this clause 7 is permitted by that order or direction or otherwise by law.

## 8 Dealings in Target Shares

### 8.1 Dealings in Target Shares by Target Shareholders

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

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Target Share Register as the holder of the relevant Target Shares at or before the Scheme Record Date; and
- (b) in all other cases, registrable transmission applications or transfers in respect of those dealings are received by no later than the Scheme Record Date at the place where the Target Share Register is kept,

and, for the purpose of establishing the identity of the Scheme Shareholders, Target must not accept for registration any transfer or transmission application in respect of the Target Shares received after the Scheme Record Date or received prior to the Scheme Record Date but not in registrable or actionable form (as appropriate), except a transfer to Bidder Nominee pursuant to this Scheme and any subsequent transfer by Bidder Nominee or its successors in title.

## 8.2 Target Share Register

- (a) Target must maintain the Target Share Register in accordance with the provisions of this clause 8.2 until the Scheme Consideration has been provided to the Scheme Shareholders in accordance with this Scheme and the Target Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (b) Target must register valid registrable transmission applications or transfers of the kind referred to in clause 8.1(b) by no later than the Scheme Record Date (provided that, for the avoidance of doubt, nothing in this clause 8.2(b) requires Target to register a transfer that would result in a Target Shareholder holding a parcel of Target Shares that is less than a 'marketable parcel' (as defined in the ASX Operating Rules)).
- (c) If this Scheme becomes Effective, a Scheme Shareholder (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 Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and Target will be entitled to disregard any such disposal, purported disposal or agreement.
- (d) Target must not accept for registration or recognise for any purpose any transmission application or transfer in respect of Target Shares received after the Scheme Record Date or received prior to the Scheme Record Date but not in registrable or actionable form (as appropriate).
- (e) From the Scheme Record Date until the earlier of registration of Bidder Nominee in respect of all Scheme Shares under clause 5.4(b) or the End Date, no Target Shareholder may deal with Target Shares in any way except as set out in this Scheme and any attempt to do so will have no effect and Target must disregard any such dealing.

## 8.3 Information to be made available to Bidder

As soon as practicable and in any event within two Business Days after the Scheme Record Date, Target must provide, or procure the provision, to Bidder a complete copy of the Target Share Register (which must include the name, registered address and registered holding of each Scheme Shareholder) as at the Scheme Record Date.

## 8.4 Effect of share certificates and holding statements

- (a) Each entry which is current on the Target Share Register as at the Scheme Record Date is the sole evidence of entitlement to the Scheme Consideration in respect of the Target Shares relating to that entry.
- (b) Upon the Scheme Consideration being provided to the Scheme Shareholders in accordance with this Scheme, all certificates and statements of holding for Target Shares will cease to have any effect as documents of title in respect of those Target Shares (other than statements of holding in favour of Bidder Nominee and its successors in title).

## 9 General Scheme provisions

### 9.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) Target may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Bidder has consented; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which counsel for Target has consented to.

### 9.2 Binding effect of this Scheme

This Scheme:

- (a) binds Target and all Scheme Shareholders (including those who did not attend the Scheme Meeting, those who did not vote at the Scheme Meeting, or voted against this Scheme at the Scheme Meeting); and
- (b) to the extent of any inconsistency between this Scheme and the Target Constitution, overrides the Target Constitution.

### 9.3 Agreement of Scheme Shareholders

Each Scheme Shareholder (by operation of this Scheme and without the need for any further act by the Scheme Shareholder):

- (a) agrees to the transfer of their Scheme Shares (together with all rights and entitlements attaching to those Scheme Shares) in accordance with terms of this Scheme;
- (b) agrees to the variation, cancellation or modification of the rights attached to their Target Shares constituted by or resulting from this Scheme;
- (c) agrees that after the transfer of their Scheme Shares to Bidder Nominee in accordance with this Scheme, any share certificate or holding statement relating to the Scheme Shares will not constitute evidence of title to those Scheme Shares; and
- (d) who holds their Target Shares in a CHESS Holding agrees to the conversion of those Target Shares to an Issuer Sponsored Holding and irrevocably authorises Target to do anything necessary or expedient (whether required by the ASX Operating Rules or otherwise) to effect or facilitate such conversion; and
- (e) acknowledges and agrees that this Scheme binds Target and all Scheme Shareholders (including those who did not attend the Scheme Meeting or did not vote at the Scheme Meeting or voted against this Scheme at the Scheme Meeting).

### 9.4 Warranties by Scheme Shareholders

- (a) Each Scheme Shareholder is taken (by operation of this Scheme and without the need for any further act by the Scheme Shareholder) to have warranted to Target and Bidder Nominee on the Implementation Date, and appointed and authorised Target as its attorney and agent to warrant to Bidder Nominee on the Implementation Date, that:

For personal use only

- (i) all their Scheme Shares (including any rights and entitlements attaching to those Scheme Shares) which are transferred to Bidder Nominee under this Scheme will, on the date they are transferred to Bidder Nominee, be fully paid;
- (ii) all their Scheme Shares (including any rights and entitlements attaching to those Scheme Shares) which are transferred to Bidder Nominee under this Scheme will, on the date they are transferred to Bidder Nominee, be free from all:
  - (A) Encumbrances and third party rights or interests of any kind; and/or
  - (B) restrictions on transfer of any kind; and
- (iii) the Scheme Shareholder has full power and capacity to sell and to transfer their Scheme Shares (including, and together with, any rights and entitlements attaching to those Scheme Shares) to Bidder Nominee.
- (b) Target undertakes that it will provide the warranties in clause 9.4(a) to Bidder Nominee as agent and attorney for each Scheme Shareholder.

#### 9.5 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred to Bidder Nominee under this Scheme will, at the time of transfer of them to Bidder Nominee, vest in Bidder Nominee free from all:
  - (i) Encumbrances and interests of third parties of any kind, whether legal or otherwise; and
  - (ii) restrictions on transfer of any kind.
- (b) Immediately upon the deposit of the Scheme Consideration by Bidder in the manner contemplated by clause 7.1(a), Bidder Nominee will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Target of Bidder Nominee in the Target Share Register as the holder of the Scheme Shares.

#### 9.6 Appointment of attorney and agent and authority given to Target

- (a) Upon this Scheme becoming Effective, each Scheme Shareholder, by operation of this Scheme and without the need for any further act:
  - (i) irrevocably appoints Target and each of its directors, secretaries and officers (jointly and each of them severally) as its attorney and agent for the purpose of:
    - (A) enforcing the Deed Poll against Bidder and/or Bidder Nominee; and
    - (B) executing any document, or doing or taking any other act, necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (but not limited to) executing and delivering the Scheme Transfer),

and Target accepts such appointment; and



- (ii) will be deemed to have authorised Target to do and execute all acts, matters, things and documents on the part of each Scheme Shareholder necessary, desirable or expedient to implement this Scheme, including (but not limited to) executing, as agent and attorney of each Scheme Shareholder, the Scheme Transfer.
- (b) Target, as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 9.6 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

#### 9.7 Appointment of Bidder Nominee as sole proxy

Immediately upon the deposit of the Scheme Consideration by Bidder in the manner contemplated by clause 7.1(a) and until Target registers Bidder Nominee as the holder of all Scheme Shares in the Target Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed Bidder Nominee as its attorney and agent (and directed Bidder Nominee in such capacity) to appoint any director, officer, secretary or agent nominated by Bidder Nominee as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings of Target, exercise the votes attaching to the Scheme Shares registered in their name and sign any Target Shareholders' resolutions, whether in person, by proxy or by corporate representative;
- (b) undertakes to Bidder Nominee not to otherwise attend or vote at any of those meetings or sign or vote on any Target Shareholders' resolutions (whether in person, by proxy or by corporate representative), other than pursuant to clause 9.7(a);
- (c) must take all other actions in the capacity of a registered holder of Target Shares as Bidder Nominee reasonably directs; and
- (d) acknowledges and agrees that, in exercising the powers referred to in clause 9.7(a) or giving any directions under clause 9.7(c), Bidder Nominee and any director, officer, secretary or agent nominated by Bidder Nominee under clause 9.7(a) may act in the best interests of Bidder Nominee as the intended registered holder of the Scheme Shares.

## 10 General

### 10.1 Duty

- (a) Bidder or Bidder Nominee must pay all Duties (and any fines and penalties with respect to Duties) in respect of this Scheme and:
  - (i) any transaction effected under this Scheme or the Deed Poll; and
  - (ii) steps to be taken under this Scheme or the Deed Poll.
- (b) Each of Bidder and Bidder Nominee indemnifies Target (in its own right and separately as trustee or nominee for each Scheme Shareholder) and each Scheme Shareholder against any liability arising from or in connection with any failure by Bidder or Bidder Nominee to comply with clause 10.1(a).
- (c) Target holds Bidder's obligations under clause 10.1(b) as trustee or nominee for each Scheme Shareholder.

## 10.2 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Target, 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 the place where the Target Share Register is kept.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any Target Shareholder may not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

## 10.3 Further acts and documents

Target must do all further acts (on its own behalf and on behalf of each Scheme Shareholder) and execute and deliver all further documents required by law or necessary to give full effect to this Scheme and the transactions contemplated by it.

## 10.4 Consent

Each Scheme Shareholder (by operation of this Scheme and without the need for any further act by the Scheme Shareholder) consents to Target doing all things necessary or incidental to give full effect to this Scheme and the transactions contemplated by it.

## 10.5 No liability when acting in good faith

Each Scheme Shareholder agrees (by operation of this Scheme and without the need for any further act by the Scheme Shareholder) that none of Target, Bidder, Bidder Nominee, any other Target Group Member or Bidder Group Member or any of their respective Representatives will be liable for anything done or omitted to be done in the performance of this Scheme in good faith.

## 10.6 Governing law and jurisdiction

- (a) This Scheme is governed by the laws in force in New South Wales, Australia.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia and courts competent to determine appeals from those courts in respect of any proceedings arising out of or in connection with this Scheme. Each of Target, Bidder, Bidder Nominee and each Scheme Shareholder irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum if that venue falls within clause 10.6(a).

## Schedule 1 Dictionary

### 1 Dictionary

In this Scheme:

**Accrued Interest** has the meaning given to that term in clause 7.1(a).

**Aggregate Scheme Consideration** means the aggregate of the Scheme Consideration payable to all Scheme Shareholders under this Scheme (and in accordance with the terms of this Scheme).

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

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

**ASX Listing Rules** means the official listing rules of ASX from time to time, as modified by any express written waiver or exemption given by ASX.

**ASX Operating Rules** means the market operating rules of ASX Settlement, as amended, varied or waived from time to time.

**ASX Settlement** means ASX Settlement Pty Limited (ABN 49 008 504 532) as the holder of a licence to operate a clearing and settlement facility.

**Bidder** means Kiwa N.V. (Registration No. 27039108).

**Bidder Group** means, collectively, Bidder and each of its Related Bodies Corporate (including, but not limited to, Bidder Nominee) (and **Bidder Group Company** or **Bidder Group Member** means any one of them).

**Bidder Nominee** has the meaning given to that term in clause 2.2(b) and, pursuant to clause 2.2(d), means Kiwa Australia 2 Pty Ltd (ACN 656 686 549) of Level 36, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000 (which Bidder has nominated as the Bidder Nominee in accordance with clause 4.3 of the Scheme Implementation Deed).

**Business Day** has the meaning given to that term in the ASX Listing Rules.

**CHESS** means the Clearing House Electronic Subregister System, which provides for electronic share transfers in Australia and is operated by ASX Settlement.

**CHESS Holding** means a holding of Target Shares that are registered on the Target Share Register, which is administered by ASX Settlement and which records uncertificated holdings of Target Shares.

**Condition Precedent** has the meaning given to that term in clause 3.1.

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

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

**Court** means the Supreme Court of New South Wales or such other court of competent jurisdiction under the Corporations Act as agreed in writing between Bidder and Target.

For personal use only

**Court Approval Condition** has the meaning given to that term in clause 3.1(c).

**Deed Poll** means the deed poll to be entered into by Bidder and Bidder Nominee in the form of Attachment A to this Scheme (or such other form as agreed in writing between Bidder and Target), under which each of Bidder and Bidder Nominee covenants and undertakes in favour of the Scheme Shareholders to perform the obligations attributed to Bidder or Bidder Nominee under the Scheme.

**Delivery Time** means, in relation to the Second Court Date, 2 hours before the commencement of the Second Court Hearing (or, if the commencement of the Second Court Hearing is adjourned, 2 hours before the commencement of the adjourned Second Court Hearing).

**Duty** means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

**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.

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

**Encumbrance** means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.

**End Date** means the "End Date", as that term is defined in the Scheme Implementation Deed.

**First Court Date** means the first day of the hearing of an application made to the Court by Target for orders, pursuant to section 411(1) of the Corporations Act, convening the Scheme Meeting (or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing), with such hearing being the **First Court Hearing**.

**Government Agency** means any foreign or Australian government or governmental, semi-governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian. It also includes ASX and any self-regulatory organisation established under statute or otherwise discharging substantially public or regulatory functions (including ASIC and the Takeovers Panel).

**Implementation Date** means the date that is five Business Days after the Scheme Record Date, or such other date as:

- (a) Target and Bidder may agree in writing;
- (b) ordered by the Court; or
- (c) may be required by ASX.

**Issuer Sponsored Holding** has the meaning given to that term in the ASX Operating Rules.

**Official List** means the Official List of the ASX.

**Official Quotation** means the quotation of securities on the Official List and **Officially Quoted** has a corresponding meaning.

**Registered Address** means in relation to a Scheme Shareholder, the address of the Scheme Shareholder as recorded in the Target Share Register.

**Representative** means, in respect of a party, an employee, agent, officer, director or adviser of that party (or of a Related Body Corporate of that party), and, in the case of advisers, includes employees, officers and agents of the adviser or financier (as applicable).

**Scheme** means this scheme of arrangement, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to by Bidder and Target.

**Scheme Booklet** means the explanatory statement in respect of this Scheme prepared by Target pursuant to section 412 of the Corporations Act that was despatched to Target Shareholders and which contained (among other things) this Scheme and a notice of meeting in respect of the Scheme Meeting.

**Scheme Consideration** means, in respect of each Scheme Share, A\$0.90.

**Scheme Implementation Deed** means the scheme implementation deed dated 3 October 2021 between Bidder and Target relating to (among other things) the implementation of this Scheme.

**Scheme Implementation Deed Conditions Precedent** means the "Conditions Precedent", as that term is defined in the Scheme Implementation Deed.

**Scheme Meeting** means the meeting of Target Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act to consider the Scheme Resolution, and includes any adjournment of that meeting.

**Scheme Record Date** means the time and date for determining entitlements to receive the Scheme Consideration, being 7:00pm on the second Business Day after the Effective Date, or such other date after the Effective Date as Target and Bidder may agree in writing.

**Scheme Resolution** means the resolution to approve this Scheme to be considered by Target Shareholders at the Scheme Meeting.

**Scheme Share** means a Target Share held by a Scheme Shareholder as at the Scheme Record Date.

**Scheme Shareholder** means a Target Shareholder as at the Scheme Record Date.

**Scheme Transfer** means one or more proper instruments of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of Bidder Nominee as transferee, which may be or include a master transfer of all or part of the Scheme Shares.

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

For personal use only

the day on which the adjourned application is heard), with such hearing being the **Second Court Hearing**.

**Security Interest** has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

**Separate Account** has the meaning given to that term in clause 7.3(c).

**Subsidiary** has the meaning given to that term in the Corporations Act.

**Target Constitution** means the constitution of Target.

**Target Group** means, collectively, Target and each of its Subsidiaries (and **Target Group Company** or **Target Group Member** means any one of them).

**Target LTIP** means the long-term equity incentive plans of Target in existence as at the date of this deed, which are governed by the Target LTIP Rules.

**Target LTIP Rules** means the following rules governing the Target LTIP:

- (a) the "Performance Equity Plan: Plan Rules" dated August 2019; and
- (b) the "Intega Group Limited Rights Plan Rules", which are stated to be effective from 1 July 2020.

**Target Option** means an option in respect of a Target Share issued under the applicable Target LTIP Rules.

**Target Performance Right** means a performance right issued under the applicable Target LTIP Rules.

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

**Target Share Register** means the register of Target Shareholders maintained in accordance with the Corporations Act.

**Target Share Registry** means Link Market Services Limited (ACN 083 214 537) in its capacity as provider of registry services in respect of the Target Share Register.

**Target Shareholder** means a person or entity that is registered in the Target Share Register as the holder of a Target Share.

**Transaction** means the acquisition by Bidder Nominee of the Scheme Shares for the Scheme Consideration pursuant to this Scheme.

**Trust Account** means an Australian dollar denominated trust account with an Authorised Deposit-taking Institution (as defined by the *Banking Act 1959* (Cth)) which attracts interest at a commercial rate and is operated by Target as trustee for the Scheme Shareholders, details of which Target must notify to Bidder no later than 5 Business Days before the Implementation Date.

## 2 Interpretation

In this Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, trust, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them (whether passed by the same or another Government Agency with legal power to do so);
- (h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to 'A\$' or 'dollar' is to Australian currency;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Sydney, Australia;
- (k) a term defined in or for the purposes of the Corporations Act, and which is not defined in Part 1 of this Schedule 1, has the same meaning when used in this Scheme;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;
- (n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly;
- (p) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
- (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

- (q) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (r) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (s) a reference to the ASX Listing Rules, ASX Operating Rules or the Settlement Operating Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party;
- (t) specifying anything in this Scheme after the words 'include' or 'for example' or similar expressions does not limit what else is included; and
- (u) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.



---

## Attachment A    Deed Poll

Not reproduced here – see the Deed Poll (which has been executed by Kiwa and Kiwa Nominee) at Attachment C of the Scheme Booklet.

## Attachment C Deed Poll



---

### Deed Poll

**Each of Kiwa N.V. (Registration No. 27039108) and Kiwa Australia 2 Pty Ltd (ACN 654 686 549)**

In favour of each person registered on the Target Share Register as the holder of Target Shares as at the Scheme Record Date

SYDNEY | MELBOURNE | PERTH

## Contents

	Page
1 Defined terms and interpretation	1
1.1 Defined terms	1
1.2 Interpretation	2
1.3 Nature of deed poll	2
2 Condition precedent and termination of this deed poll	2
2.1 Condition precedent	2
2.2 Termination of this deed poll	2
2.3 Consequences of termination of this deed poll	2
3 Bidder's and Bidder Nominee's covenants and undertakings	2
4 Warranties	3
5 Continuing obligations	3
6 General	3
6.1 Duty	3
6.2 Notices	4
6.3 Governing law and jurisdiction	5
6.4 Waiver	5
6.5 Variation, alteration or amendment of this deed poll	5
6.6 Cumulative rights, powers and remedies	6
6.7 Assignment and other dealings	6
Execution page	7

Date: 29 October 2021

## Parties

### Each of:

- 1 **Kiwa N.V. Registration No. 27039108** of Sir Winston Churchill-laan 273, Postbus 70, 2280 AB RIJSWIJK, The Netherlands (**Bidder**); and
- 2 **Kiwa Australia 2 Pty Ltd (ACN 656 686 549)** of Level 36, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000 (**Bidder Nominee**)

### In favour of

Each person registered on the Target Share Register as the holder of fully paid ordinary shares in Intega Group Limited (ACN 633 194 920) (**Target**) as at the Scheme Record Date (**Scheme Shareholders**)

## Background

- A Bidder and Target have entered into the Scheme Implementation Deed, which provides for the implementation of the Scheme (and related matters).
- B Under the Scheme Implementation Deed, Target agreed to propose the Scheme and Bidder agreed to (and agreed to procure Bidder Nominee to) enter into this deed poll.
- C Under clause 4.3 of the Scheme Implementation Deed and clause 2.2 of the Scheme, Bidder has nominated Bidder Nominee, to which all of the Scheme Shares are to be transferred in accordance with the Scheme.
- D The effect of the Scheme will be to transfer all Scheme Shares to Bidder Nominee in exchange for the Scheme Consideration.
- E In accordance with the Scheme Implementation Deed, each of Bidder and Bidder Nominee enters into this deed poll for the purpose of covenanting and undertaking in favour of the Scheme Shareholders to perform the actions attributed to Bidder or Bidder Nominee under the Scheme Implementation Deed and the Scheme.

### This deed poll provides as follows

## 1 Defined terms and interpretation

### 1.1 Defined terms

Unless the contrary intention appears, terms defined in the Scheme have the same meaning when used in this deed poll. In addition, in this deed poll, the following defined terms have the meaning set out below:

**Scheme** means the scheme of arrangement under Part 5.1 of the Corporations Act between Target and the Scheme Shareholders, subject to any alternations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by Bidder and Target.

**1.2 Interpretation**

Clause 2 of Schedule 1 of the Scheme applies to the interpretation of this deed poll, except that references to 'Scheme' are to be read as references to 'deed poll'.

**1.3 Nature of deed poll**

Each of Bidder and Bidder Nominee acknowledges and agrees that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and
- (b) under the Scheme, each Scheme Shareholder irrevocably appoints Target and each of its directors, secretaries and officers (jointly and each of them severally) as its agent and attorney for the purpose of enforcing this deed poll against Bidder and/or Bidder Nominee (and Target accepts such appointment).

**2 Condition precedent and termination of this deed poll****2.1 Condition precedent**

The obligations of Bidder and Bidder Nominee under this deed poll are subject to the Scheme becoming Effective.

**2.2 Termination of this deed poll**

Subject to clause 2.3, unless Target, Bidder and Bidder Nominee otherwise agree in writing, the obligations of Bidder and Bidder Nominee under this deed poll will automatically terminate and the terms of this deed poll will be of no further force or effect if:

- (a) the Scheme Implementation Deed is terminated in accordance with its terms; or
- (b) the Scheme does not become Effective on or before the End Date.

**2.3 Consequences of termination of this deed poll**

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

- (a) each of Bidder and Bidder Nominee is released from its respective obligations to further perform this deed poll; and
- (b) each Scheme Shareholder retains the rights, powers and remedies it has against Bidder and/or Bidder Nominee in respect of any breach of this deed poll which occurred before it was terminated.

**3 Bidder's and Bidder Nominee's covenants and undertakings**

Subject to clause 2, each of Bidder and Bidder Nominee covenants and undertakes in favour of each Scheme Shareholder to:

- (a) provide, or procure the provision of, the Aggregate Scheme Consideration in accordance with the terms of the Scheme; and

- (b) perform all other actions attributed to Bidder or Bidder Nominee, and perform all obligations contemplated of Bidder or Bidder Nominee, under the Scheme,

in each case subject to and in accordance with the terms of the Scheme.

## 4 Warranties

Each of Bidder and Bidder Nominee represents and warrants in favour of each Scheme Shareholder that:

- (a) it is a corporation, validly existing under the laws of its place of incorporation;
- (b) it has full capacity, corporate power and lawful authority to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance by it of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll is valid and binding on it and is enforceable against it in accordance with its terms; and
- (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

## 5 Continuing obligations

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

- (a) both Bidder and Bidder Nominee have fully performed their respective obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 2.2.

## 6 General

### 6.1 Duty

- (a) Bidder or Bidder Nominee must pay all Duties (and any fines and penalties with respect to Duties) in respect of this deed or the Scheme and:
  - (i) any transaction effected under the Scheme or this deed poll; and
  - (ii) steps to be taken under this the Scheme or this deed poll.
- (b) Each of Bidder and Bidder Nominee indemnifies each Scheme Shareholder against any liability arising from or in connection with any failure by Bidder or Bidder Nominee to comply with clause 6.1(a).

## 6.2 Notices

- (a) A notice, consent, approval, waiver or other communication sent by a party under this deed (**Notice**) must be:
- (i) in writing;
  - (ii) sent by an authorised representative of the sender; and
  - (iii) marked for the attention of the person named below,
- and must be:
- (iv) left at, or sent by commercial courier to, the address set out below;
  - (v) sent by email to the address set out below.

### Bidder

Attention: Mr. Paul Hesselink

Address: C/- Kiwa N.V., Sir Winston Churchilllaan 273, Postbus 70,  
2280 AB RIJSWIJK, The Netherlands

Email: [paul.hesselink@kiwa.com](mailto:paul.hesselink@kiwa.com)

with a copy (for information purposes only) to: Tapio Rasanen, Director, Business Strategy Development and M&A ([Tapio.Rasanen@kiwa.com](mailto:Tapio.Rasanen@kiwa.com)), Anita Choi, Partner, Ashurst ([Anita.Choi@ashurst.com](mailto:Anita.Choi@ashurst.com)) and Andrew Kim, Partner, Ashurst ([Andrew.Kim@ashurst.com](mailto:Andrew.Kim@ashurst.com)).

### Bidder Nominee

Attention: Mr. Paul Hesselink

Address: C/- Kiwa N.V., Sir Winston Churchilllaan 273, Postbus 70, 2280  
AB RIJSWIJK, The Netherlands

Email: [paul.hesselink@kiwa.com](mailto:paul.hesselink@kiwa.com)

with a copy (for information purposes only) to: Tapio Rasanen, Director, Business Strategy Development and M&A ([Tapio.Rasanen@kiwa.com](mailto:Tapio.Rasanen@kiwa.com)), Anita Choi, Partner, Ashurst ([Anita.Choi@ashurst.com](mailto:Anita.Choi@ashurst.com)) and Andrew Kim, Partner, Ashurst ([Andrew.Kim@ashurst.com](mailto:Andrew.Kim@ashurst.com)).

- (b) Subject to clause 6.2(c), a Notice is taken to be received:
- (i) if sent by delivery, when it is delivered;
  - (ii) in the case of delivery by post, two Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
  - (iii) if sent by email:
    - (A) when the sender receives an automated message confirming delivery; or
    - (B) one hour after the time sent (as recorded on the device from which the email was sent), provided that the sender does not receive an automated message that the email has not been delivered,

whichever happens first.

- (c) If a Notice is taken to be received under clause 6.2(b):
  - (i) before 9:00am on a Business Day, it will be taken to be received at 9:00am on that Business Day; or
  - (ii) after 5:00pm on a Business Day or on a non-Business Day, it will be taken to be received at 9:00am on the next Business Day.

### 6.3 Governing law and jurisdiction

- (a) This deed poll is governed by the laws in force in New South Wales, Australia.
- (b) Each of Bidder and Bidder Nominee irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia and courts competent to determine appeals from those courts in respect of any proceedings arising out of or in connection with this deed poll. Each of Bidder and Bidder Nominee irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 6.4 Waiver

- (a) Neither Bidder nor Bidder Nominee may rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.
- (b) No Scheme Shareholder may rely on the words or conduct of Bidder or Bidder Nominee as a waiver of any right unless the waiver is in writing and signed by Bidder or Bidder Nominee (as applicable).
- (c) The meanings of the terms used in this clause 6.4 are set out below.

**conduct** includes delay in the exercise of a right.

**right** means any right arising under or in connection with this deed poll and includes the right to rely on this clause.

**waiver** includes an election between rights and remedies and conduct which might otherwise give rise to an estoppel.

### 6.5 Variation, alteration or amendment of this deed poll

- (a) A provision of this deed poll may not be varied, altered or otherwise amended unless:
  - (i) if before the First Court Date, the variation, alteration or amendment is agreed to by Target in writing; or
  - (ii) if on or after the First Court Date, the variation is agreed to by Target in writing and the Court has indicated that the variation, alteration or amendment would not of itself preclude approval by the Court of the Scheme,



in which event each of Bidder and Bidder Nominee must enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation, alteration or amendment.

#### **6.6 Cumulative rights, powers and remedies**

The respective rights, powers and remedies of Bidder, Bidder Nominee and the Scheme Shareholders under this deed poll are cumulative and do not exclude the rights, powers or remedies provided by law independently of this deed poll.

#### **6.7 Assignment and other dealings**

- (a) The rights of each Scheme Shareholder created by this deed poll are personal to that Scheme Shareholder and must not be assigned or otherwise dealt with at law or in equity without the prior written consent of Bidder and Bidder Nominee.
- (b) Any purported assignment or other dealing in contravention of clause 6.7(a) is invalid.

## Execution page

Executed as a deed poll.

**SIGNED, SEALED AND DELIVERED** by  
**KIWA N.V.** in the presence of:

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Name of witness

  
\_\_\_\_\_  
Signature of authorised signatory

  
\_\_\_\_\_  
Name of authorised signatory

**SIGNED, SEALED AND DELIVERED** by **KIWA AUSTRALIA 2 PTY LTD (ACN 654 686 549)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by its sole director and company secretary:

\_\_\_\_\_  
Signature of sole director and company secretary

\_\_\_\_\_  
Name of sole director and company secretary(print)

**Execution page**

Executed as a deed poll.

**SIGNED, SEALED AND DELIVERED** by  
**KIWA N.V.** in the presence of:

Seal

\_\_\_\_\_  
Signature of witness\_\_\_\_\_  
Signature of authorised signatory\_\_\_\_\_  
Name of witness\_\_\_\_\_  
Name of authorised signatory**SIGNED, SEALED AND DELIVERED** by **KIWA AUSTRALIA 2 PTY LTD (ACN 654 686 549)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by its sole director and company secretary:\_\_\_\_\_  
Signature of sole director and company secretary\_\_\_\_\_  
Name of sole director and company secretary(print)

SALMAN HAQ

## Attachment D Notice of Scheme Meeting

### Intega Group Limited (ACN 633 194 920)

Notice is hereby given that, by an order of the Supreme Court of New South Wales (**Court**) made on Tuesday, 2 November 2021 pursuant to section 411(1) of the *Corporations Act 2001 (Cth)* (**Corporations Act**), a meeting of the holders of ordinary shares in Intega Group Limited (ACN 633 194 920) (**Intega**) will be held at 10:00am (Brisbane time) / 11:00am (Sydney time) on Monday, 6 December 2021.

Having regard to the uncertainty of, and potential health risks associated with large gatherings during, the COVID-19 pandemic, the Scheme Meeting will be held virtually (online only) through the Online Scheme Meeting Platform and there will not be a physical meeting that Intega Shareholders or duly appointed proxies, attorneys or corporate representatives of Intega Shareholders can attend in person. Intega Shareholders (and duly appointed proxies, attorneys or corporate representatives of Intega Shareholders) who participate in the Scheme Meeting through the Online Scheme Meeting Platform will be able to listen to the Scheme Meeting and cast a vote and ask questions online through the Online Scheme Meeting Platform.

### Business of the Scheme Meeting – the Scheme Resolution

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

*"That pursuant to, and in accordance with, section 411 of the Corporations Act, the Scheme, the terms of which are contained in and more particularly described in the Scheme Booklet (of which this Notice of Scheme Meeting forms part) is approved (with or without alterations and/or conditions as approved by the Court and agreed to by Intega and Kiwa)."*

By Order of the Court



**Courtney Marsden**

Company Secretary  
Intega Group Limited  
Wednesday, 3 November 2021

## EXPLANATORY NOTES AND VOTING INSTRUCTIONS

### Chairperson of the Scheme Meeting

The Court has directed that Mr Neville Buch act as Chairperson of the meeting or, failing him, Mr Michael Alscher.

### Purpose of the Scheme Meeting and information about the Scheme

The purpose of the Scheme Meeting is to consider and, if thought fit, to pass the Scheme Resolution, which is set out above.

To enable Intega Shareholders to make an informed decision on the Scheme Resolution, information about the Scheme is set out in the Scheme Booklet, of which this Notice of Scheme Meeting forms part.

Capitalised terms used, but not otherwise defined, in this Notice of Scheme Meeting have the same meaning as set out in the Glossary in Section 12 of the Scheme Booklet.

These explanatory notes should be read in conjunction with the Scheme Booklet.

The Intega Directors unanimously recommend that Intega Shareholders vote in favour of Scheme Resolution, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders.

Subject to the same qualifications, each Intega Director who holds Intega Shares intends to vote, or cause to be voted, all Intega Shares that he holds or Controls in favour of the Scheme Resolution.

The interests of the Intega Directors (including Mr Matthew Courtney, Managing Director and Chief Executive Officer of Intega) in Intega Shares and the Scheme are disclosed in Section 11 of the Scheme Booklet. Intega Shareholders should have regard to these interests when considering the Intega Directors' unanimous recommendation in respect of the Scheme.<sup>20</sup>

### Requisite Majorities required to pass the Scheme Resolution

In accordance with section 411(4)(a)(ii) of the Corporations Act, the Scheme Resolution must be approved by:

- (a) a majority in number (more than 50%) of the Intega Shareholders who are present and voting (either in person, by proxy or attorney or, in the case of a corporate holder, by duly appointed corporate representative) at the Scheme Meeting; and
- (b) at least 75% of the votes cast on the Scheme Resolution by Intega Shareholders.

Voting at the Scheme Meeting will be conducted by poll.

### Court approval

In accordance with section 411(4)(b) of the Corporations Act, the Scheme (with or without modification) must be approved by an order of the Court. If the Scheme Resolution put to the Scheme Meeting is passed by the Requisite Majorities described above and the other Conditions Precedent to the Scheme becoming Effective (other than final Court approval of the Scheme at the Second Court Hearing) are satisfied (or, if applicable, waived), Intega intends to apply to the Court for approval of the Scheme.

### Entitlement to vote at the Scheme Meeting

The Court has ordered that, for the purposes of the Scheme Meeting, Intega Shares will be taken to be held by the persons who are registered Intega Shareholders as at 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021. Accordingly, registrable transmission applications or transfers registered after this time will be disregarded in determining entitlements to vote at the Scheme Meeting.

### Jointly held Intega Shares

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

### Voting procedure at the Scheme Meeting

Voting at the Scheme Meeting will be conducted by way of a poll. The results of the Scheme Meeting will be announced to the ASX as soon as practicable after the Scheme Meeting.

The Chairman of the Scheme Meeting intends to vote all available proxies (as described below) in favour of the Scheme Resolution.

<sup>20</sup> As at the date of this Scheme Booklet, Mr Matthew Courtney holds or Controls 191,097 Intega Shares (representing 0.05% of the Intega Shares on issue), Mr Jeffrey Forbes holds or Controls 148,619 Intega Shares (representing 0.04% of the Intega Shares on issue), and Mr Neville Buch and Mr Michael Alscher (both of whom are nominees of the Crescent Capital Partners Shareholders) and Mr Steven Sherman do not personally hold or Control any Intega Shares. See Section 11.6(b) of the Scheme Booklet for more information about Mr Buch's and Mr Alscher's roles with Crescent Capital Partners and their consequential interests in the Scheme.

In addition, if the Scheme becomes Effective, Mr Matthew Courtney will receive Incentive Security Cancellation Consideration of \$2,500,000 as consideration for the cancellation of his Intega Performance Rights and Intega Options (see Section 11.3 of the Scheme Booklet for more information). The other Intega Directors consider that, despite these arrangements and interests, it is important and appropriate for Mr Courtney to make a recommendation to Intega Shareholders in respect of the Scheme, given: (i) the importance of the Scheme and Mr Courtney's role as an Intega Director; (ii) Mr Courtney's knowledge of Intega and the industry in which it operates; and (iii) that, in their view, Intega Shareholders would likely want to know Mr Courtney's recommendation in respect of the Scheme. Mr Courtney also considers that, despite the arrangements and interests described above, it is appropriate for him to make a recommendation to Intega Shareholders in respect of the Scheme given the importance of the Scheme and his knowledge of Intega and the industry in which it operates.

## Voting at the Scheme Meeting

You may vote at the Scheme Meeting in either of the following ways:

- (a) by virtually attending the Scheme Meeting scheduled to be held at 10:00am (Brisbane time) / 11:00am (Sydney time) on Monday, 6 December 2021 through the Online Scheme Meeting Platform (details of which are set out below); or
- (b) by appointing a proxy, attorney or, if you are a body corporate, a duly appointed corporate representative to virtually attend and vote at the Scheme Meeting on your behalf.

## Participation in, and voting at, the Scheme Meeting

You will be able to attend and vote at the Scheme Meeting through an online platform by using a web browser at <https://web.lumiagm.com/391330491> on your smartphone, tablet or computer. If you access the Online Scheme Meeting Platform by using a web browser, you will need the latest versions of Chrome, Safari, Edge or Firefox. Please ensure your browser is compatible with the Online Scheme Meeting Platform.

When you access the Online Scheme Meeting Platform:

- (a) The **meeting ID** for the Scheme Meeting is: 391-330-491
- (b) Your **username** is your SRN/HIN.
- (c) Your **password** is the postcode of your registered address for your holding if you are an Australian Intega Shareholder. If you are a non-Australian Intega Shareholder, your password is your three-character country code.

Please refer to the online meeting user guide at [www.computershare.com.au/virtualmeetingguide](http://www.computershare.com.au/virtualmeetingguide) for further details about the Online Scheme Meeting Platform.

The Online Scheme Meeting Platform will allow Intega Shareholders and their duly appointed proxies, attorneys and corporate representatives to listen to the Scheme Meeting, cast an online vote and ask questions online.

Online voting will be open between the start of the Scheme Meeting and the closing of voting as announced by the Chairman during the Scheme Meeting.

If you attend the online Scheme Meeting and vote in your capacity as an Intega Shareholder, any votes cast by your proxy or attorney (if any) will not be counted.

## Appointing a proxy

An Intega Shareholder entitled to participate in and vote at the Scheme Meeting may appoint a person to participate in and vote at the Scheme Meeting (through the Online Scheme Meeting Platform) as their proxy. If you are unable to attend the online Scheme Meeting, you are encouraged to appoint a proxy to attend the Scheme Meeting (through the Online Scheme Meeting Platform) and vote on your behalf.

Intega Shareholders are notified that the following applies to proxy appointments:

- (a) an Intega Shareholder who is entitled to attend and cast a vote at the Scheme Meeting may appoint a proxy to attend the Scheme Meeting (through the Online Scheme Meeting Platform) and vote for the Intega Shareholder;
- (b) the appointment of the proxy may specify the proportion or number of votes that the proxy may exercise on the appointing Intega Shareholder's behalf;
- (c) an Intega Shareholder who is entitled to cast two or more votes at the Scheme Meeting may appoint one or two proxies. If you wish to appoint a second proxy, a second hard copy proxy form should be used and you should clearly indicate on the second proxy form that it is a second proxy and not a revocation of your first proxy. Both proxy forms should be returned together in the same envelope. If you wish to appoint two proxies using hard copy proxy forms, you will need to obtain a second proxy form. Please contact the Intega Share Registry on 1800 783 447 to obtain an additional proxy form. You cannot appoint a second proxy online. Where two proxies are appointed, each proxy should be appointed to represent a specified proportion of the Intega Shareholder's voting rights. If an Intega Shareholder appoints two proxies and the appointment does not specify the proportion or number of the Intega Shareholder's votes that each proxy may exercise, each proxy may exercise half of that Intega Shareholder's votes (with any fractions of votes disregarded);
- (d) a proxy may be an individual or a body corporate and need not be an Intega Shareholder. If an eligible Intega Shareholder appoints a body corporate as a proxy, the body corporate will need to ensure that it appoints an individual as the corporate representative and provides satisfactory evidence of that appointment. If a body corporate is appointed as a proxy, it must ensure that it appoints an individual as its corporate representative in accordance with sections 250D and 253B of the Corporations Act to exercise its powers as proxy at the Scheme Meeting;
- (e) if you hold Intega Shares jointly with one or more other persons, in order for your proxy appointment to be valid, either Intega Shareholder may sign the Scheme Meeting Proxy Form; and
- (f) each proxy will have the right to vote on the poll conducted at the Scheme Meeting and also to ask questions at the Scheme Meeting (in each case through the Online Scheme Meeting Platform).

A proxy cannot be appointed electronically if they are appointed under a power of attorney or similar authority.

## Voting by proxy

You can direct your proxy to vote by following the instructions on the Scheme Meeting Proxy Form. You should consider how you wish your proxy to vote. That is, whether you want your proxy to vote 'for' or 'against', or abstain from voting on, the Scheme Resolution, or whether to leave the decision to the proxy after he or she has considered the matters discussed at the Scheme Meeting.

If you do not direct your proxy how to vote on the Scheme Resolution, the proxy may vote, or abstain from voting, as he or she thinks fit. If you instruct your proxy to abstain from voting on an item of business, he or she is directed not to vote on your behalf, and the Intega Shares the subject of the proxy appointment will not be counted in computing the Requisite Majorities.

If the Chairman of the Scheme Meeting is appointed as your proxy (or is appointed as your proxy by default), he can be directed how to vote by ticking the relevant boxes next to the Scheme Resolution on the Scheme Meeting Proxy Form (i.e. 'for', 'against' or 'abstain'). The Chairman of the Scheme Meeting is required to cast all votes as directed. The Chairman of the Scheme Meeting intends to vote all undirected and other available proxies in favour of the Scheme Resolution, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders.

Any directed proxies that are not voted on a poll at the online Scheme Meeting by an Intega Shareholder's appointed proxy will automatically default to the Chairman of the Scheme Meeting, who is required to vote proxies as directed on a poll.

If you return your proxy form:

- (a) without identifying a proxy on it, you will be taken to have appointed the Chairman of the Scheme Meeting as your proxy to vote on your behalf; or
- (b) with a proxy identified on it but your proxy does not participate in the Scheme Meeting, the Chairman of the Scheme Meeting will act in place of your nominated proxy and vote in accordance with any directions on your proxy form.

If you have appointed a proxy and participate in and vote at the Scheme Meeting, the authority of your proxy to participate and vote, on your behalf, is automatically suspended. However, if you view a live webcast of the Scheme Meeting as a 'visitor', you will not revoke your proxy appointment.

A vote given in accordance with the terms of a proxy appointment is valid despite the revocation of that appointment, unless notice in writing of the revocation has been received by the Intega Share Registry before the start of the Scheme Meeting (or, if the Scheme Meeting is adjourned or postponed, before the resumption of the Scheme Meeting in relation to the resumed part of the Scheme Meeting) in any of the ways in the "Lodging the Scheme Meeting Proxy Form" section below.

## Lodging the Scheme Meeting Proxy Form

Completed Scheme Meeting Proxy Forms must be received by Intega or the Intega Share Registry by 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021 (or, if the Scheme Meeting is adjourned or postponed, no later than 48 hours before the scheduled resumption of the Scheme Meeting in relation to the resumed part of the Scheme Meeting). The completed Scheme Meeting Proxy Form may be submitted:

- (a) online to the Intega Share Registry by visiting the website, [www.investorvote.com.au](http://www.investorvote.com.au). You will need your Holder Identifier (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) and the control number. You will be taken to have signed the Scheme Meeting Proxy Form if you lodge in accordance with the instructions on the website;
- (b) in respect of hard copy Scheme Meeting Proxy Forms, by mail (using the reply paid envelope provided by the Intega Share Registry) to Intega Group Limited, c/ Computershare Investor Services Pty Limited, GPO Box 242, Melbourne VIC 3001, Australia; or
- (c) in respect of hard copy Scheme Meeting Proxy Forms, by fax to the Intega Share Registry on 1800 783 447 (within Australia) or +61 3 9473 2555.

Given the last date for lodgement of Scheme Meeting Proxy Forms falls on a Saturday, please ensure that any Scheme Meeting Proxy Form which you intend to lodge by post is received by close of business on Friday, 3 December 2021. Intega will accept valid Scheme Meeting Proxy Forms received by fax or lodged online before 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021.

Intega Shareholders should contact the Intega Shareholder Information Line on 1300 161 432 (within Australia) or +61 3 9415 4063 (outside Australia), Monday to Friday between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time) (excluding days which are public holidays in Queensland, Australia) with any queries regarding the number of Intega Shares they hold, how to vote at the Scheme Meeting or how to lodge the Scheme Meeting Proxy Form.

A replacement Scheme Meeting Proxy Form may be obtained from the Intega Share Registry.

If a Scheme Meeting Proxy Form is completed by an individual or corporation under power of attorney or other authority, the power of attorney or other authority, or a certified copy of the power of attorney or other authority, must accompany the completed Scheme Meeting Proxy Form unless the power of attorney or other authority has previously been received by the Intega Share Registry.

For more information concerning the appointment of proxies and ways to lodge the Scheme Meeting Proxy Form, please refer to the Scheme Meeting Proxy Form itself.



## Lodging online

At [www.investorvote.com.au](http://www.investorvote.com.au)

Online by going to the Computershare website [www.investorvote.com.au](http://www.investorvote.com.au) and log in using the control number found on your Scheme Meeting Proxy Form, or scan the QR code on your proxy form with your mobile device and follow the instructions on the secure website to vote.

## Voting by corporate representative

A body corporate that is an Intega Shareholder, or that has been appointed as a proxy, must appoint an individual to act as its representative at the Scheme Meeting. If you are a body corporate, you can appoint a corporate representative to attend and vote at the online Scheme Meeting on your behalf. The appointment must comply with sections 250D and 253B of the Corporations Act.

To vote by corporate representative, a corporate representative must provide written evidence of their appointment by obtaining and completing an 'Appointment of Corporate Representative' form from the Intega Share Registry or online at [www.investorcentre.com/au](http://www.investorcentre.com/au) under the help tab, 'Printable Forms'. Corporate representative forms must be provided to the Intega Share Registry by no later than 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021. A corporate representative form may be submitted in the same manner as a completed Scheme Meeting Proxy Form, as described above.

If a certificate is completed by an individual or corporation under power of attorney or other authority, the power of attorney or other authority, or a certified copy of the power of attorney or other authority, must accompany the completed certificate unless the power of attorney or other authority has previously been received by the Intega Share Registry.

A validly appointed corporate representative wishing to attend and vote at the online Scheme Meeting will require the name, Holder Identifier (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) and postcode of the body corporate that appointed it in order to access the Online Scheme Meeting Platform.

## Voting by attorney

You may appoint an attorney to participate in and vote at the meeting on your behalf. Your attorney need not be another Intega Shareholder. Each attorney will have the right to vote on the poll and also to speak at the Scheme Meeting.

The power of attorney appointing your attorney to participate in and vote at the meeting must be duly executed by you and specify your name, the company (that is, Intega), and the attorney, and also specify the meeting(s) at which the appointment may be used. The appointment may be a standing one.

Certified copies of powers of attorney must be received by the Intega Share Registry by no later than 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December. A certified copy of a power of attorney may be submitted in the same manner as a completed Scheme Meeting Proxy Form, as described above.

A validly appointed attorney wishing to attend and vote at the online Scheme Meeting will require the name, Holder Identifier (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) and postcode of the Intega Shareholder that appointed it in order to access the Online Scheme Meeting Platform.

## Questions about voting at the Scheme Meeting

Intega Shareholders should contact the Intega Share Registry on 1800 783 447 (within Australia) or +61 3 9473 2555, Monday to Friday, between 7:30am and 4:00pm (Brisbane time) / 8:30am and 5:00pm (Sydney time) with any queries regarding the number of Intega Shares held, how to vote at the Scheme Meeting, or how to vote by proxy.

## Questions at the Scheme Meeting

Intega Shareholders will have a reasonable opportunity to ask questions during the Scheme Meeting through the Online Scheme Meeting Platform.

Intega Shareholders who prefer to register questions in advance of the Scheme Meeting are also invited to do so by submitting questions online at [www.investorcentre.com/au](http://www.investorcentre.com/au). Any such questions must be submitted to the Intega Share Registry by 10:00am (Brisbane time) / 11:00am (Sydney time) on Saturday, 4 December 2021.

The Chairman of the Scheme Meeting will endeavour to address as many of the more frequently raised relevant questions as possible during the course of the Scheme Meeting. However, there may not be sufficient time available during the Scheme Meeting to address all of the questions asked. Please note that individual responses will not be sent to Intega Shareholders.

## Technical difficulties at the Scheme Meeting

Technical difficulties may arise during the course of the Scheme Meeting. The Chairman of the Scheme Meeting has discretion as to whether and how the Scheme Meeting should proceed in the event that a technical difficulty arises. In exercising this discretion, the Chairman of the Scheme Meeting will have regard to the number of Intega Shareholders impacted and the extent to which participation in the business of the Scheme Meeting is affected. Where the Chairman of the Scheme Meeting considers it appropriate, the Chairman of the Scheme Meeting may continue to hold the Scheme Meeting and conduct business, including conducting a poll and voting in accordance with valid proxy instructions.



### Changes to the current arrangement

Due to the constantly evolving response to COVID-19 pandemic and potentially unforeseen circumstances, Intega may be required to make changes to the arrangements for the Scheme Meeting. If there are any updates, Intega will ensure that Intega Shareholders are given as much notice as possible. Further information will also be made available on Intega's website at [www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/).

### Advertisement

Where this Notice of Scheme Meeting is advertised unaccompanied by the Scheme Booklet, a copy of the Scheme Booklet can be obtained by anyone from ASX's website ([www.asx.com.au](http://www.asx.com.au)) or from Intega's website ([www.intega.net/intega-scheme-arrangement/](http://www.intega.net/intega-scheme-arrangement/)) or by contacting the Intega Share Registry.

# Attachment E Sample Scheme Meeting Proxy Form



**INTEGA GROUP LIMITED**  
ACN 633 194 920

ITG  
MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030



## Need assistance?

**Phone:**  
1300 140 285 (within Australia)  
+61 3 9415 4244 (outside Australia)

**Online:**  
[www.investorcentre.com/contact](http://www.investorcentre.com/contact)



## YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **11:00am (Sydney time) / 10:00am (Brisbane time) on Saturday, 4 December 2021.**

# Scheme Meeting Proxy Form

## How to Vote on the Scheme Resolution

All your Intega Shares will be voted in accordance with your directions.

### APPOINTMENT OF PROXY

**Voting 100% of your holding:** Direct your proxy how to vote by marking one of the boxes opposite the Scheme Resolution. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box your vote on the Scheme Resolution will be invalid.

**Voting a portion of your holding:** Indicate a portion of your voting rights by inserting the percentage or number of Intega Shares you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

**Appointing a second proxy:** You are entitled to appoint up to two proxies to attend the Scheme Meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of Intega Shares for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of Intega Shares for each in Step 1 overleaf.

**A proxy need not be a securityholder of Intega.**

**Given the last date for lodgement of Scheme Meeting Proxy Forms falls on a Saturday, please ensure that any Scheme Meeting Proxy Form which you intend to lodge by post is received by close of business on Friday, 3 December 2021. Intega will accept valid Scheme Meeting Proxy Forms received by fax or lodged online before 11:00am (Sydney time) / 10:00am (Brisbane time) on Saturday, 4 December 2021.**

## SIGNING INSTRUCTIONS FOR POSTAL FORMS

**Individual:** Where the holding is in one name, the Intega Shareholder must sign.

**Joint Holding:** Where the holding is in more than one name, all of the securityholders should sign.

**Power of Attorney:** If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

**Companies:** Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

## PARTICIPATING IN THE MEETING

### Corporate Representative

If a representative of a corporate Intega Shareholder or proxy is to participate in the Scheme Meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at [www.investorcentre.com/au](http://www.investorcentre.com/au) and select "Printable Forms".

This Scheme Meeting Proxy Form should be read in conjunction with the Scheme Booklet dated 3 November 2021 issued by Intega Group Limited (ACN 633 194 920) (which includes the Notice of Scheme Meeting) that this Scheme Meeting Proxy Form accompanies (**Scheme Booklet**). Capitalised terms used, but not otherwise defined, in this Scheme Meeting Proxy Form have the same meaning as set out in the Glossary in Section 12 of the Scheme Booklet, unless the context requires otherwise.

## Lodge your Scheme Meeting Proxy Form: XX

### Online:

Lodge your Scheme Meeting Proxy Form online at [www.investorvote.com.au](http://www.investorvote.com.au) using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



**Control Number: 999999**  
**SRN/HIN: 1999999999**  
**PIN: 99999**

For Intermediary Online subscribers (custodians) go to [www.intermediaryonline.com](http://www.intermediaryonline.com)

### By Mail:

Computershare Investor Services Pty Limited  
GPO Box 242  
Melbourne VIC 3001  
Australia

### By Fax:

1800 783 447 within Australia or  
+61 3 9473 2555 outside Australia



**PLEASE NOTE:** For security reasons it is important that you keep your SRN/HIN confidential.

Samples/000001/000001

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

☐ **Change of address.** If incorrect, mark this box and make the correction in the space to the left. Intega Shareholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

## Scheme Meeting Proxy Form

Please mark ☒ to indicate your directions

### Step 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being an Intega Shareholder/s hereby appoint

☐ the Chairman  
of the Scheme  
Meeting

OR

**PLEASE NOTE:** Leave this box blank if you have selected the Chairman of the Scheme Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Scheme Meeting, as my/our proxy to act generally at the Scheme Meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Scheme Meeting to be held as a virtual meeting on Monday, 6 December 2021 at 11:00am (Sydney time) / 10:00am (Brisbane time) and at any adjournment or postponement of that meeting.

### Step 2 Item of Business

**PLEASE NOTE:** If you mark the **Abstain** box, you are directing your proxy not to vote on your behalf on the poll on the Scheme Resolution and your votes will not be counted in computing the Requisite Majorities.

#### Scheme Resolution

For Against Abstain

"That pursuant to, and in accordance with, section 411 of the Corporations Act, the Scheme, the terms of which are contained in and more particularly described in the Scheme Booklet (of which this Notice of Scheme Meeting forms part) is approved (with or without alterations and/or conditions as approved by the Court and agreed to by Intega and Kiwa)."

☐
☐
☐

The Chairman of the Scheme Meeting intends to vote all undirected and other available proxies in favour of the Scheme Resolution, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Intega Shareholders. Any directed proxies that are not voted on a poll at the Scheme Meeting by an Intega Shareholder's appointed proxy will automatically default to the Chairman of the Scheme Meeting, who is required to vote proxies as directed on a poll.

### Step 3 Signature of Intega Shareholder(s) *This section must be completed.*

Individual or Securityholder 1

Securityholder 2

Securityholder 3

Sole Director & Sole Company Secretary

Director

Director/Company Secretary

Date

**Update your communication details** (Optional)

Mobile Number

Email Address

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically

ITG

2 8 0 2 5 0 A



Computershare



For personal use only



**INTEGA GROUP LIMITED**

ACN 633 194 920

Level 1/17 Byres Street

Newstead, QLD, 4006

+61 7 3518 2700

**[info@intega.net](mailto:info@intega.net)**