

# MARKET ANNOUNCEMENT



21 February 2011

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## Incentive Option Scheme – Updated Version

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MACA Limited ('MACA') (ASX: MLD) announces that the attached Incentive Option Scheme ('Scheme') replaces the Scheme released on 29 October 2010.

The updated Scheme incorporates minor amendments required to ensure consistency with the recently received ASIC relief. The amendments made to the Scheme are not considered material.

For further information please contact

A handwritten signature in blue ink that reads 'Chris Tuckwell'.

Chris Tuckwell

Managing Director

MACA Limited

(08) 9351 8488

### About MACA

MACA Limited is a mining and civil contractor with major projects throughout Australia. Employing more than 550 people, MACA offers a full range of surface mining and crushing services, and civil infrastructure services.

Visit [www.maca.net.au](http://www.maca.net.au) for more information

**MACA LIMITED**  
**ABN 42 144 745 782**

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**INCENTIVE OPTION SCHEME**

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The Directors are empowered to operate the MACA Limited Incentive Option Scheme (**Scheme**) on the following terms and in accordance with the Listing Rules of ASX:

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

For the purposes of the Scheme, the following words have the following meanings:

**Associate** has the meaning given to that term in Section 318 of the Income Tax Assessment Act 1936.

**Associated Body Corporate** means:

- (a) a related body corporate (as defined in the Corporations Act) of the Company;
- (b) a body corporate which has an entitlement to not less than 20% of the voting Shares of the Company; and
- (c) a body corporate in which the Company has an entitlement to not less than 20% of the voting shares.

**ASX** means the Australian Securities Exchange.

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

**Business Day** means those days other than a Saturday, Sunday, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day, Boxing Day and any other day which the ASX shall declare and publish is not a business day.

**Ceasing Date** has the meaning given in Rule 7.5.

**Ceasing Event** has the meaning given in Rule 7.6.

**Class Order** means ASIC Class Order 03/184 (or any amendment to or replacement of that Class Order).

**Company** means MACA LIMITED (ABN 42 144 745 782).

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

**Directors** means the directors of the Company.

**Eligible Participant** means:

- (a) full or part time employees of the Company or an Associated Body Corporate;
- (b) a director of the Company or an Associated Body Corporate who holds a salaried employment or office in the Company or an Associated Body Corporate; or
- (c) a contractor where each of the following are satisfied:

- (a) an individual that has:
  - (i) performed work for the Issuer, or a related body corporate of the Issuer, for more than 12 months; and
  - (ii) received 80% or more of their income in the preceding year from the Issuer or a related body corporate of the Issuer; or
- (b) a company where each of the following are satisfied in relation to the company:
  - (i) throughout the previous 12 months the company has had a contract in place with the Issuer, or a related body corporate of the Issuer, for the provision of the services of an individual (**contracting individual**) to the Issuer;
  - (ii) the contracting individual has performed work for the Issuer, or a related body corporate of the Issuer, for more than 12 months;
  - (iii) the contracting individual has been the only member of the company for more than 12 months; and
  - (iv) more than 80% of the aggregate income of the company and the contracting individual from all sources (other than from each other) in the preceding 12 months was received from the Issuer or a related body corporate of the Issuer.

**Exercise Condition** means in respect of an Option, any condition set out in the Offer which must be satisfied before that Option can be exercised or any other restriction on exercise of that Option specified in the Offer or in these Rules.

**First Quotation** means the day on which Shares are first quoted on the official list of ASX.

**Group** means the Company or an Associated Body Corporate.

**Income Tax Assessment Act** means the Income Tax Assessment Act 1936 (Cth) or the Income Tax Assessment Act 1997 (Cth) as appropriate.

**Lapsing Date** means, in respect of an Option, the date which is two (2) years after the date of the grant of that Option, or such other date as the Board determines in its discretion with respect to that Option at the time of the grant of that Option.

**Listing Rules** means the official listing rules of ASX as amended from time to time.

**Nominee** means a nominee of an Eligible Participant being a permitted Nominee under Rule 5.4.

**Offer** means an offer made to an Eligible Participant to subscribe for one or more Options under the Scheme.

**Offer Document** means an offer document in substantially the same form as set out in Schedule 2, or such other form as prescribed by the Corporations Act or the Class Order.

**Option** means an option granted pursuant to these Rules to subscribe for one Share upon and subject to the terms of these Rules and the terms of the Offer.

**Option Exercise Price** means the exercise price of an Option, as determined in accordance with Rule 6.1.

**Marketable Parcel** has the meaning given to that term in the Listing Rules.

**Participant** means an Eligible Participant to whom Options have been granted under the Scheme, or if Rule 5.4 applies, an Associate of the Eligible Participant to whom Options have been granted under the Scheme.

**Permanently Disabled** means, in relation to a Participant, a Participant who is deemed, at the discretion of the Board, to be totally and permanently disabled.

**Relevant Person** means:

- (a) in respect of an Eligible Participant, that person; and
- (b) in respect of a Nominee of an Eligible Participant being a permitted Nominee under Rule 5.4, that Eligible Participant.

**Rules** means the rules of the Scheme set out in this document.

**Scheme** means the scheme established in accordance with these Rules.

**Share** means a fully paid ordinary share in the Company.

**Shareholder** means a holder of Shares.

**Trigger Event** means:

- (a) the despatch of a notice of meeting to consider a scheme of arrangement between the Company and its creditors or members or any class thereof pursuant to section 411 of the Corporations Act;
- (b) the announcement of a takeover bid or receipt by the Company of a bidder's statement in respect of the Company; or
- (c) the date upon which a person or a group of associated persons becomes entitled, subsequent to the date of grant of the Option, to sufficient Shares to give it or them the ability, in general meeting, to replace all or allow a majority of the Board in circumstances where such ability was not already held by a person associated with such person or group of associated persons.

## 1.2 Interpretation

In this Scheme unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;

- (c) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Scheme) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Scheme and a reference to this Scheme includes any schedule, exhibit or annexure to this Scheme;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (j) a reference to **\$** or **dollar** is to Australian currency.

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## **2. PURPOSE**

The purpose of the Scheme is to:

- (a) encourage participation by Eligible Participants in the Company through Share ownership; and
- (b) attract, motivate and retain Eligible Participants.

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## **3. COMMENCEMENT**

This Scheme will commence on the date determined by the Board.

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## **4. OPTION GRANTS**

### **4.1 Entitlements**

The formula by which the entitlements of Eligible Participants shall be determined shall be at the absolute discretion of the Directors and shall take into account skills, experience, length of service with the Company, remuneration level and such other criteria as the Directors consider appropriate in the circumstances.

## **4.2 Number of Options**

Subject to Rule 4.4, the number of Options (if any) to be offered to an Eligible Participant from time to time will be determined by the Board in its discretion and in accordance with the Rules and applicable law.

## **4.3 No Consideration**

Options issued under the Scheme will be issued for no consideration.

## **4.4 Limitation of Offers**

If the Company makes an Offer where:

- (a) the total number of Shares to be received on exercise of Options the subject of that Offer, exceeds the limit set out in the Class Order; or
- (b) the Offer does not otherwise comply with the terms and conditions set out in the Class Order,

the Company must comply with Chapter 6D of the Corporations Act at the time of that Offer.

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## **5. OFFERS OF OPTIONS**

### **5.1 Determination by the Board**

The Board, acting in its absolute discretion, may:

- (a) offer Options to any Eligible Participant from time to time as determined by the Board and in exercising that discretion, may have regard to some or all of the following:
  - (i) the Eligible Participant's length of service with the Group;
  - (ii) the contribution made by the Eligible Participant to the Group;
  - (iii) the potential contribution of the Eligible Participant to the Group; or
  - (iv) any other matter the Board considers relevant; and
- (b) impose conditions, including performance-related conditions, on the right of a Participant to exercise any Option granted.

### **5.2 Offer Document**

An Offer must be made using an Offer Document.

### **5.3 Personal Offer**

Subject to Rule 5.4, an Offer is personal and is not assignable.

### **5.4 Renunciation**

Upon receipt of an Offer, an Eligible Participant may, by notice in writing to the Board, nominate an Associate of that Eligible Participant (**Nominee**) in whose favour the Eligible Participant wishes to renounce the Offer. The Board may, in its

discretion, resolve not to allow a renunciation of an Offer in favour of a Nominee without giving any reason for that decision. If the Board resolves to allow a renunciation of an Offer in favour of a Nominee, the Eligible Participant will procure that the permitted Nominee accepts the Offer made to that Eligible Participant and that both the Eligible Participant and the Nominee agree to be bound by the Rules.

## **5.5 Time Period**

An Eligible Participant (or permitted Nominee) may only accept an Offer within the time period specified in the Offer Document.

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## **6. EXERCISE PRICE**

### **6.1 Option exercise price**

In respect of any proposed Offer, the Board may determine the Option Exercise Price for that Offer in its absolute discretion.

### **6.2 Minimum Exercise Price**

Subject to the Listing Rules, the Option Exercise Price may be nil but to the extent the Listing Rules specify or require a minimum price, the Option Exercise Price in respect of an Offer made following First Quotation must not be less than any minimum price specified in the Listing Rules.

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## **7. WHEN OPTIONS MAY BE EXERCISED**

### **7.1 Exercise**

- (a) Subject to Rules 7.1(b), 7.4 and 7.5, a Participant will be entitled to exercise Options granted as a result of an Offer in respect of which all Exercise Conditions have been satisfied and which are otherwise capable of exercise in accordance with the terms of the relevant Offer and the Rules.
- (b) An Option may not be exercised if it was issued in accordance with the Class Order and the Class Order prohibits the exercise of the Option.
- (c) Once an Option is capable of exercise in accordance with this Rule 7.1, it may be exercised at any time up until 5:00pm in Perth on the Lapsing Date.

### **7.2 One or Several Parcels**

Subject to Rule 7.1, Options may be exercised in one or more parcels of any size, provided that the number of Shares issued upon exercise of the number of Options in any parcel is not less than a Marketable Parcel.

### **7.3 Adjustment to Terms of Exercise**

- (a) The Board will have the power to make adjustments to or vary the terms of exercise of an Option. Following First Quotation, any proposed variation or adjustment will be subject to any requirements of the Listing Rules.



- (b) No adjustment or variation of the terms of exercise of an Option will be made without the consent of the Participant who holds the relevant Option if such adjustment or variation would have a materially prejudicial effect upon the Participant (in respect of his or her outstanding Options), other than an adjustment or variation introduced primarily:
- (i) for the purpose of complying with or conforming to present or future State, Territory or Commonwealth legislation governing or regulating the maintenance or operation of the Scheme or like Schemes;
  - (ii) to correct any manifest error or mistake; or
  - (iii) to enable a member of the Group to comply with the Corporations Act, the Listing Rules, applicable foreign law, or a requirement, policy or practice of the ASIC or other foreign or Australian regulatory body.

#### **7.4 Lapsing of Options**

Subject to the terms of the Offer made to a Participant and unless Rule 7.6 or 7.7 applies, a Participant's Options will lapse immediately and all rights in respect of those Options will thereupon be lost if, in respect of a Participant or an Offer:

- (a) the Relevant Person ceases to be an employee or director of, or to render services to, a member of the Group for any reason whatsoever (including without limitation resignation or termination for cause) and the Exercise Conditions have not been met;
- (b) the Exercise Conditions are unable to be met;
- (c) the Lapsing Date has passed; or
- (d) the deadline provided for in Rule 7.5 has passed,

whichever is earlier.

#### **7.5 Cessation of Employment where Exercise Conditions met**

Where a Relevant Person ceases to be an employee or director of, or to render services to, a member of the Group for any reason whatsoever (including without limitation resignation or termination for cause) prior to the Lapsing Date in relation to the Options granted under an Offer (**Ceasing Date**) and the Exercise Conditions have been met, the Participant will be entitled to exercise Options granted as a result of an Offer in accordance with the terms of the Offer and the Rules, for a period of up to 60 days after the Ceasing Date, after which the Participant's Options will lapse immediately and all rights in respect of those Options will thereupon be lost.

#### **7.6 Death, Permanent Disability, Retirement or Redundancy**

If in respect of a Participant, the Relevant Person dies, becomes Permanently Disabled, resigns employment on the basis of retirement from the workforce or is made redundant by the relevant member of the Group, prior to the Lapsing Date of any Options granted to that Participant (**Ceasing Event**):

- (a) the Participant or the Participant's legal personal representative, where relevant, may exercise those Options which at that date:
  - (i) have become exercisable;
  - (ii) have not already been exercised; and
  - (iii) have not lapsed,in accordance with Rule 7.6(c);
- (b) at the absolute discretion of the Board, the Board may resolve that the Participant, or the Participant's legal personal representative, where relevant, may exercise those Options which at that date:
  - (i) have not become exercisable; and
  - (ii) have not lapsed,in accordance with Rule 7.6(c) and, if the Board exercises that discretion, those unexercisable Options will not lapse other than as provided in Rule 7.6(c);
- (c) The Participant or the Participant's legal personal representative (as the case may be) must exercise the Options referred to in Rule 7.6(a) and, where permitted, Rule 7.6(b), no earlier than First Quotation and not later than the first to occur of:
  - (i) the Lapsing Date of the Options in question; and
  - (ii) the date which is 6 months after the Ceasing Event or 6 months after First Quotation (whichever occurs first) provided that in the case of Options referred to in Rule 7.6(b), all Exercise Conditions have been met at that time (unless the Board decides to waive any relevant Exercise Conditions, in its absolute discretion).
- (d) Options which have not been exercised by the end of the period specified in Rule 7.6(c) lapse immediately at the end of that period and all rights in respect of those Options will thereupon be lost.
- (e) Where the Lapsing Date for an Option the subject of this Rule 7.6 occurs before First Quotation, that Option lapses at the end of its Lapsing Date and all rights in respect of that Option will thereupon be lost notwithstanding the terms of this Rule 7.6.

## **7.7 Discretionary Exercise of Options**

Where, in respect of a Participant, the Relevant Person ceases to be an employee or director of, or to render services to, a member of the Group, for any reason, prior to the date on which Options become exercisable, the Board may, in its absolute discretion, determine that some or all of the Options held by that Participant do not lapse and may be exercised by the Participant, if otherwise permitted under the Rules, within such additional time as is determined by the Board following the Ceasing Date. Options which have not been exercised by the end of that period lapse immediately and all rights in respect of these Options will thereupon be lost.

## **7.8 Entitlement**

- (a) Each Option entitles the holder to subscribe for and be allotted one Share.
- (b) Shares issued pursuant to the exercise of Options will in all respects, including bonus issues and new issues, rank equally and carry the same rights and entitlements as other Shares on issue.

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## **8. MANNER OF EXERCISE OF OPTIONS**

### **8.1 Delivery to Company Secretary**

Options granted to a Participant may only be exercised by delivery to the Company's secretary (at a time when the Options may be exercised) of:

- (a) the certificate for the Options or, if the certificate for the Options has been lost, mutilated or destroyed, a declaration to that effect, accompanied by an indemnity in favour of the Company against any loss, costs or expenses which might be incurred by the Company as a consequence of its relying on the declaration that the certificate has been lost, mutilated or destroyed;
- (b) a notice in the form of Schedule 1 addressed to the Company and signed by the Participant:
  - (i) stating that the Participant exercises the Options and specifying the number of Options which are exercised; and
  - (ii) specifying the subregister of the Company in which the Shares referred to in Rule 8.2(a) are to be recorded; and
- (c) payment to the Company of an amount equal to the Option Exercise Price multiplied by the number of Options which are being exercised unless there is no exercise price payable in respect of the Options to be exercised.

### **8.2 Issue of Shares**

If the items specified in Rule 8.1 are delivered in accordance with that Rule, the Company will, subject to the Listing Rules (if relevant):

- (a) within 10 Business Days of delivery of the documents referred to in Rule 8.1 issue to the Participant the Shares credited as being fully paid in respect of which the Options are exercised together with any additional Shares an entitlement to which has arisen under Rules 9 and 10 in consequence of the exercise of the Options; and
- (b) cancel the certificate delivered pursuant to Rule 8.1(a) and, if any Options which have not lapsed remain unexercised, deliver to the Participant a replacement certificate reflecting the number of those Options which remain unexercised.

### **8.3 Death of Participant**

If a Participant has died, the Participant's legal personal representative will stand in the place of the Participant for the purposes of Rules 8.1 and 8.2 subject only

to prior production to the Company of such evidence as would be required to permit the legal personal representative to become registered as a shareholder in respect of the Shares held by the Participant.

#### **8.4 Beneficial Owner of Shares**

From and including the date of issue to a Participant of any Shares in accordance with these Rules, the Participant will:

- (a) be the beneficial owner of those Shares; and
- (b) subject to Rule 8.6, the Corporations Act, the Constitution and, after First Quotation, the Listing Rules, be entitled to deal with those Shares as beneficial owner.

#### **8.5 Equal Rank**

A Share issued on exercise of an Option will rank equally in all respects with Shares already on issue on the date of exercise of the Option, except for entitlements which had a record date before the date of issue of that Share.

#### **8.6 Official Quotation**

After First Quotation, the Company will make application for Shares which are issued after that time pursuant to Rule 8.2 to be quoted in accordance with the Listing Rules.

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### **9. NOTICE OF ADJUSTMENTS AND CUMULATION OF ADJUSTMENTS**

#### **9.1 Cumulation of Adjustments**

Effect will be given to Rule 10 in such manner that the effect of the successive applications of them is cumulative, with the intention being that the adjustments they progressively effect will reflect previous adjustments.

#### **9.2 Notice of Adjustments**

Whenever the number of Shares comprised in an Option or the Option Exercise Price is adjusted pursuant to these Rules, the Company will give notice of the adjustment to the Participant and ASX together with calculations on which the adjustment is based.

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### **10. NEW ISSUES AND ADJUSTMENTS FOR RIGHTS ISSUES**

#### **10.1 Participation generally**

There are no participating rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least 7 Business Days after the issue is announced. This will give Option holders the opportunity to exercise their Options prior to the date for determining entitlements to participate in any such issue.

## **10.2 Rights Issues**

If the Company makes a pro rata issue of securities (except a bonus issue) to the holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Option Exercise Price shall be reduced according to the formula specified in the Listing Rules.

## **10.3 Bonus issues**

In the event of a bonus issue of Shares being made pro-rata to Shareholders, (other than an issue in lieu of dividends), the number of Shares issued on exercise of each Option will include the number of bonus Shares that would have been issued if the Option had been exercised prior to the record date for the bonus issue. No adjustment will be made to the exercise price per Share of the Option.

## **10.4 Quotation**

Options will not be quoted on ASX. However, application will be made to ASX for official quotation of the Shares allotted pursuant to the exercise of Options if the Company's Shares are listed on ASX at that time.

## **10.5 Applications**

An application to be issued Options may be made by persons invited to participate in the Scheme in such form and upon such terms and conditions concerning the closing date for applications as are approved by the Directors from time to time.

## **10.6 Reorganisation**

The terms upon which Options will be granted will not prevent the Options being reorganised as required by the Listing Rules on the reorganisation of the capital of the Company.

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## **11. OVERRIDING RESTRICTIONS ON ISSUE AND EXERCISE**

Notwithstanding the Rules or the terms of any Option, no Option may be offered, granted or exercised and no Share may be issued under the Scheme if to do so:

- (a) would contravene the Corporations Act, the Listing Rules or any other applicable law; or
- (b) would contravene the local laws or customs of an Eligible Participant's country of residence or in the opinion of the Board would require actions to comply with those local laws or customs which are impractical.

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## **12. AMENDMENT OF RULES**

Subject to and in accordance with the Listing Rules (including any waiver granted under such Listing Rules), the Directors (without the necessity of obtaining the prior or subsequent consent of Shareholders of the Company in a general meeting) may from time to time amend (including the power to revoke, add to or vary) all or any provisions of the Rules in any respect whatsoever, by an instrument in writing, provided that rights or entitlements in respect of any Option granted before the date of amendment shall not be reduced or

adversely affected unless prior written approval from the affected holder(s) is obtained.

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### **13. TRIGGER EVENT**

Notwithstanding the Rules of the Scheme, upon the occurrence of a Trigger Event, the Directors may determine:

- (a) that the Options may be exercised at any time from the date of such determination, and in any number until the date determined by the Directors acting bona fide so as to permit the holder to participate in any change of control arising from a Trigger Event, provided that the Directors will forthwith advise in writing each holder of such determination. Thereafter, the Options shall lapse to the extent they have not been exercised; or
- (b) to use their reasonable endeavours to procure that an offer is made to holders of Options on like terms (having regard to the nature and value of the Options) to the terms proposed under the Trigger Event in which case the Directors shall determine an appropriate period during which the holder may elect to accept the offer and, if the holder has not so elected at the end of that period, the Options shall immediately become exercisable and if not exercised within 10 days, shall lapse.

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### **14. ADMINISTRATION OF SCHEME**

- (a) The Directors may appoint for the proper administration and management of the Scheme, such persons as it considers desirable and may delegate thereto such authorities as may be necessary or desirable for the administration and management of the Scheme.
- (b) Subject to the provisions of the Rules, the Directors may make such regulations and establish such procedures for the administration and management of the Scheme as they consider appropriate.
- (c) The decision of the Directors as to the interpretation, effect or application of the Rules will be final.

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### **15. RIGHTS OF ELIGIBLE PARTICIPANTS**

Neither participation in the Scheme by the Company or an Associated Body Corporate or any Eligible Participants or Option holders or anything contained in these Rules shall in any way prejudice or affect the right of the Company or an Associated Body Corporate to dismiss any Eligible Participant or Option holder or to vary the terms of employment of any Eligible Participant or Option holder. Nor shall participation or the rights or benefits of an Eligible Participant or Option holder under the Rules be relevant to or used as grounds for granting or increasing damages in any action brought by an Eligible Participant or Option holder against the Company or an Associated Body Corporate whether in respect of any alleged wrongful dismissal or otherwise.

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### **16. ATTORNEY**

Each Participant, in consideration of an Offer:

- (a) irrevocably appoints the Company and any person nominated from time to time by the Company (each an "attorney"), severally, as the Participant's attorney to complete and execute any documents including applications for Shares and Share transfers and to do all acts or things on behalf of and in the name of the Participant which may be convenient or necessary for the purpose of giving effect to the provisions of these Rules;
- (b) covenants that the Participant will ratify and confirm any act or thing done pursuant to this power;
- (c) releases each member of the Group and the attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule; and
- (d) indemnifies and holds harmless each member of the Group and the attorney in respect thereof.

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**17. ASIC RELIEF**

Notwithstanding any other provisions of the Scheme, every covenant or other provision set out in an exemption or modification granted from time to time by the ASIC in respect of the Scheme pursuant to its power to exempt and modify the Corporations Act and required to be included in the Scheme in order for that exemption or modification to have full effect, is deemed to be contained in the Scheme. To the extent that any covenant or other provision deemed by this Rule to be contained in the Scheme is inconsistent with any other provision in the Scheme, the deemed covenant or other provision shall prevail.

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**18. NOTICES**

Any notice to Participants may be given in such manner as the Board determines.

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**19. GOVERNING LAW**

This Scheme is governed by and shall be construed and take effect in accordance with the laws of Western Australia.

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## SCHEDULE 1 – NOTICE OF EXERCISE OF OPTIONS

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To: The Directors  
MACA Limited

I/ We \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ being registered holder(s) of the options to subscribe for fully paid ordinary shares in the Company set out on the certificate annexed to this notice, hereby exercise \_\_\_\_\_ of the abovementioned options. I/We enclose my/our cheque for \$ \_\_\_\_\_ in payment of the application monies due in respect of those shares calculated on the basis of \$ \_\_\_\_\_ per share.

I/ We authorise and direct the Company to register me/us as the holder(s) of the shares to be allotted to me/us and I/we agree to accept such shares subject to the provisions of the Constitution of the Company.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
**Signature of Holder(s)**

Note:

1. Each holder must sign.
2. An application by a company must be executed in accordance with section 127 of the Corporations Act 2001 (Cth) and if signing for a company as a sole director/secretary – ensure “sole director” and “sole secretary” is written beside the signature.
3. Cheques should be made payable to (\*).



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## SCHEDULE 2 – OFFER DOCUMENT

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[Name and address of employee]

[\*] 2011

[Name and address of employee]

Dear [\*]

### **INCENTIVE OPTION SCHEME**

The board of directors of MACA Limited (**Company**) is pleased to make an offer to you of [\*] options pursuant to its Incentive Option Scheme (**Scheme**).

These options are being offered to you as part [insert]. You have been offered [\*] options.

The Company would like to advise you that -

- (a) this offer remains open for acceptance by you for 28 days from the date of this letter (**Offer Period**);
- (b) the options under the Scheme will be granted to you for nil consideration;
- (c) the exercise price of each of the options is \$[\*] and the expiry date is [\*] years from the date of issue of the options;
- (d) the Company will, during the offer period, within a reasonable period of you requesting, make available the current market price of the Company's shares as traded on ASX; and
- (e) the options do not vest for a period of [\*] years from the date of issue of the options and only if you remain an employee of the Company (or one of its subsidiaries) at that time.

A full copy of the Scheme accompanies this offer.

Could you please confirm your acceptance of the offer set out in this letter by signing in the appropriate place below and returning it to the Company by email to myself or [\*]

Yours faithfully

**[\*]  
Managing Director  
For and on behalf of  
MACA Limited**

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I agree to the terms and conditions set out above and accept the offer of options as contained in the letter set out above.

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Name: \_

Date: \_\_