

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**

To Company Name/Scheme	<b>Mackay Permanent Building Society Ltd</b>
ACN/ARSN	<b>087 652 033</b>
<b>1. Details of substantial holder (1)</b>	
Name	<b>Wide Bay Australia Ltd</b>
ACN/ARSN (if applicable)	<b>087 652 060</b>

The holder became a substantial holder on **24/07/2007****2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	899,788	899,788	15.65%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Wide Bay Australia Ltd	Wide Bay Australia Ltd has a relevant interest by virtue of entering into option agreements dated 23 July 2007 with the present registered holders detailed in part 4 below under which the registered holders have granted options to Wide Bay Australia Ltd to acquire in aggregate 808,671 ordinary shares, in addition to Wide Bay Australia Ltd's current shareholding.	808,671 Ordinary Shares
Wide Bay Australia Ltd	Registered Holder	91,117 Ordinary Shares

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Wide Bay Australia Ltd	R & D Cran	R & D Cran	330,092 Ordinary Shares
Wide Bay Australia Ltd	P & L Fordyce	P & L Fordyce	207,600 Ordinary Shares
Wide Bay Australia Ltd	Galway Land Developers Pty Ltd	Galway Land Developers Pty Ltd	90,979 Ordinary Shares
Wide Bay Australia Ltd	Lindesay Holdings Pty Ltd	Lindesay Holdings Pty Ltd	90,000 Ordinary Shares
Wide Bay Australia Ltd	Roju Pty Ltd	Roju Pty Ltd	90,000 Ordinary Shares
Wide Bay Australia Ltd	Wide Bay Australia Ltd	Wide Bay Australia Ltd	91,117 Ordinary Shares

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-Cash	
Wide Bay Australia Ltd	19/07/2007	\$443,597.00		63,371 Ordinary Shares
Wide Bay Australia Ltd	23/07/2007	\$193,497.00		27,746 Ordinary Shares

**6. Associates**

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

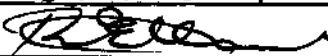
Name and ACN/ARSN (if applicable)	Nature of association

**7. Addresses**

The addresses of persons named in this form are as follows:

Name	Address
Wide Bay Australia Ltd	5th Floor, 16-20 Barolin Street Bundaberg, QLD 4670

**Signature**

print name RONALD ERNEST HANCOCK capacity DIRECTOR  
 sign here  date 25/07/2007

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Option to Purchase  
Shares - Mackay  
Permanent Building  
Society Limited

Dated 24/07/2007

R & D Cran ("Grantor")  
Wide Bay Australia Ltd ("Grantee")

**Mallesons Stephen Jaques**  
Level 30  
Waterfront Place  
1 Eagle Street  
Brisbane Qld 4000  
T +61 7 3244 8000  
F +61 7 3244 8999  
DX 311 Brisbane

I CERTIFY THIS IS A  
TRUE + ACCURATE COPY  
OF THE ORIGINAL.

*Steph J.P. (C. dec)*  
25/4/07

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# Option to Purchase Shares - Mackay Permanent Building Society Limited Details

**Interpretation** – definitions and rules for interpretation are at the end of the General terms

<b>Parties</b>	<b>Grantor and Grantee</b>	
<b>Grantor</b>	<b>Name</b>	<b>R &amp; D Cran</b>
	<b>Address</b>	26 ANNIE WOOD AVE MT PLEASANT 4740
	<b>Telephone</b>	0749426545
	<b>Fax</b>	
	<b>Grantee</b>	<b>Name</b>
	<b>ACN</b>	087 652 060
	<b>Address</b>	5th Floor, 16 - 20 Barolin Street Bundaberg, QLD 4670
	<b>Telephone</b>	(07) 4153 7777
	<b>Fax</b>	(07) 4153 7714
<b>Recitals</b>	<b>A</b>	Mackay Permanent Building Society Limited ACN 087 652 033 is a duly incorporated company providing banking, investment and loan services to personal consumers and small to medium businesses ("Company").
	<b>B</b>	The Grantor is the registered holder and beneficial owner of the Shares and has agreed to grant to the Grantee an option to purchase some or all of the Shares on the terms of this deed.
<b>Governing law</b>	Queensland	
<b>Date of deed</b>	See Signing page	

# Option to Purchase shares - Mackay Permanent Building Society Limited

## General terms

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### 1 Consideration and grant of option

#### 1.1 Consideration

In consideration of the payment of the Option Fee by the Grantee to the Grantor (the receipt of which the Grantor acknowledges), the Grantor grants to the Grantee the Option to purchase some or all of the Shares for the Purchase Price and on the terms set out in this deed.

#### 1.2 Option Fee

If the Option is not exercised, the Option Fee is forfeited to the Grantor. If the Option is exercised, the Option Fee is taken to be part payment of the Purchase Price.

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### 2 Right to exercise the Option

#### 2.1 Conditions to exercise Option

Subject to clause 2.3, the Option may only be exercised:

- (a) during the Option Period; and
- (b) if, within 45 days from the date of this Option Deed, the Grantee has announced a Takeover Bid for all shares in the Company ("Takeover Offer") or has announced a proposal to enter into a merger implementation agreement with the Company to effect a merger of the Grantee and the Company ("Merger Arrangement").

#### 2.2 Duration of Option Period

The Option Period commences on the Option Commencement Date and ends at 4:00pm on the Option Expiry Date.

#### 2.3 Restriction on exercise of Option

- (a) If the Grantee has not exercised the Option prior to the TU Date, the Grantor may within 7 days of the TU Date, deliver to the Grantee:
  - (i) if the Grantee makes a Takeover Offer, a notice that the Grantor wishes to accept the Takeover Offer with respect to the Shares; or
  - (ii) if the Grantee and the Company enter into a Merger Arrangement, a notice which provides that in relation to the Shares, the Grantor wishes to be a scheme participant.

- (b) If the Grantor provides the Grantee with notice pursuant to clause 2.3(a), the Grantee's right to exercise the Option ceases.
- (c) Nothing in this clause 2.3 is to be taken as in any way restricting the right of the Grantee to exercise the Option at anytime during the Option Period.

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### **3 Grantor's rights**

Until the time that the Option is exercised, the Grantor may continue to exercise all its rights as the holder of the Shares, including:

- (a) to attend and vote at all general meetings of the Company; and
- (b) to retain all dividends and other distributions by the Company.

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### **4 Exercise of Option**

#### **4.1 Exercise of Option**

If the Grantee wishes to exercise the Option, the Grantee must deliver to the Grantor or the Grantor's solicitor to hold on behalf of the Grantor, a notice of exercise of the Option signed by the Grantee in the form of Schedule 1 specifying the number of the Shares in respect of which the Grantee wishes to exercise the Option.

#### **4.2 When the Option is taken to be exercised**

The Option is taken to be exercised only when the document specified in clause 4.1 is delivered to the address of the Grantor or to the Grantor's solicitor to hold on behalf of the Grantor, as specified in this deed, between the hours of 9:00am and 5:00pm on a Business Day.

#### **4.3 Binding agreement**

If the Grantee exercises the Option, a binding agreement is then immediately created for the sale and transfer by the Grantor to the Grantee of the number of the Shares specified in the notice of exercise on the terms of this deed.

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### **5 Completion of transfer of Shares**

#### **5.1 Completion**

Completion of the sale and purchase of the Shares will take place at 2:00pm on the Completion Date at the registered office of the Grantee or such other time and place as the Grantor and the Grantee agree in writing.

#### **5.2 Grantor's obligations on Completion**

At Completion, the Grantor agrees to deliver to the Grantee or its solicitors duly executed instruments of transfer in favour of the Grantee of the number of the Shares specified in the notice of exercise and such other documents as

the Grantee or its solicitors reasonably require to enable the Grantee to become the registered owner of the specified number of the Shares.

### **5.3 Grantee's obligations on Completion**

At Completion, the Grantee agrees to pay the balance of the Purchase Price (being the Purchase Price less the Option Fee) in accordance with clause 6.

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## **6 Payment of the Purchase Price**

The Purchase Price is to be paid at Completion, by way of bank cheque drawn in favour of the Grantor or such other method which the Grantee agrees with the Grantor in writing at least 2 Business Days prior to the Completion Date.

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## **7 Limitation on exercise in the event of a Superior Proposal**

The Grantee agrees that if a Superior Proposal in relation to acquisition of Shares in the Company is made by someone other than the Grantee and is recommended by the Board of the Company then the maximum number of the Shares in respect of which the Grantee may exercise the Option shall be determined in accordance with the following formula:

$$MN = \frac{GC \times 0.4082}{(SP - \$8.00)}$$

Where :

MN is the maximum number of the Shares in respect of which the Option may be exercised rounded up in the case of a fraction to the nearest whole number;

GC is the amount of the transaction costs (including the costs of preparation of this deed) incurred by the Grantee in connection with its proposal to undertake a merger with the Company which costs will be capped at \$450,000; and.

SP is the price at which shares in the Company will be acquired under the terms of the Superior Proposal.

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## **8 Costs and Stamp Duty**

### **8.1 Costs**

Except as provided in clause 7 each party agrees to pay its own Costs in relation to the preparation and execution of this deed.

### **8.2 Stamp duty**

The Grantee agrees to pay all stamp duty on this deed and any stamp duty payable on exercise of the Option.

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## **9 Goods and services tax (GST)**

### **9.1 Exclusive price**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this deed are exclusive of GST.

### **9.2 Additional amounts**

If GST is imposed on any supply made by a party ("Supplier") under or in connection with this deed, then to the extent that any consideration payable or to be provided by the other party ("Recipient") to the Supplier under any other clause in this deed for the supply is exclusive of GST, the Recipient must pay to the Supplier, in addition to that GST-exclusive consideration (and at the same time that GST-exclusive consideration is payable), an additional amount for the supply calculated by multiplying the prevailing GST rate by the value of the GST-exclusive consideration for the relevant supply, without any deduction or set-off.

### **9.3 Adjustments**

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

### **9.4 Reimbursement**

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

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## **10 Representations, warranties and acknowledgements**

### **10.1 Warranties and representations of the parties**

Each party represents and warrants to each other party that:

- (a) it has all the power to enter into and perform its obligations under this deed and has obtained all necessary consents and corporate authorisations to enable it to do so; and
- (b) this deed does not contravene its constituent documents or any law or obligation by which it is bound.

### **10.2 Grantor's warranties**

The Grantor warrants that as at each of the date of this Option Deed and the Completion Date:

- (a) the Grantor is the legal and beneficial owner of the Shares; and
- (b) the Shares are free and clear of any Encumbrance.

### **10.3 Grantor's covenant**

The Grantor covenants that it will not Encumber or otherwise deal with the Shares during the Option Period, other than as permitted by this Option Deed.

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### **11 Waiver and variation**

A provision of or right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.

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### **12 Assignment**

The Grantee may not assign its interest in the Shares or this deed without the prior written approval of the Grantor.

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### **13 Further assurances**

Each party agrees, at its own expense, on the request of any other party, to do everything reasonably necessary to give effect to this deed and the transactions contemplated by it (including the execution of documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.

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### **14 Certificate as to Transaction Costs**

For the purposes of clause 7 of this deed a certificate as to the amount of transaction costs incurred by the Grantee in connection with its proposal to undertake a merger with the Company signed by a director of the Grantee shall be conclusive evidence of the facts stated therein.

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### **15 Counterparts**

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

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### **16 Governing law and jurisdiction**

This deed is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

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### **17 Interpretation**

#### **17.1 Definitions**

The following words have these meanings in this deed unless the contrary intention appears.

**Business Days** means a day on which trading banks are open for general business in Brisbane, not being a Saturday or a Sunday.

**Company** means Mackay Permanent Building Society Limited ACN 087 652 033.

**Completion** means completion of the sale and purchase of the Shares in accordance with clause 5.1.

**Completion Date** means the date which is 7 days after the date of the notice of exercise of option issued pursuant to clause 4.1.

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

**Costs** includes charges and expenses, including those incurred in connection with advisers.

**Encumbrance** means any mortgage, pledge, lien, charge, assignment, option, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

**GST** has the meaning it has in the GST Act.

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

**Input Tax Credit** has the meaning it has in the GST Act.

**Merger Arrangement** has the meaning given to the term in clause 2.1(b).

**Option** means the option to purchase some or all of the Shares granted by this deed.

**Option Commencement Date** means the date of this deed or such other date as agreed between the parties.

**Option Deed** means this deed.

**Option Expiry Date** means the date which is 180 days after the Option Commencement Date.

**Option Fee** means the sum of \$1.00.

**Option Period** means the period during which the Option may be exercised, commencing on the Option Commencement Date and ending at 4:00pm on the Option Expiry Date.

**Purchase Price** means the number of the Shares specified in the notice given under clause 4.1 multiplied by \$8.00 per Sale Share.

**Recipient** has the meaning given to the term in clause 8.2.

**Sale Shares** means the number of the Shares specified in the notice given under clause 4.1 in respect of which the Option is exercised.

**Shares** means 330,092 shares in the Company.

**Superior Proposal** means a publicly announced competing transaction which is reasonably capable of being completed taking into account all aspects of the competing transaction and is more favourable to Company shareholders than any proposal to merge or takeover bid announced by the Grantee.

**Supplier** has the meaning given to the term in clause 8.2.

**Takeover Bid** has the meaning given to the term in the Corporations Act.

**Takeover Offer** has the meaning given to the term in clause 2.1(b).

**TU Date** means:

- (a) if the Grantee makes a Takeover Offer, the date on which the Grantee gives notice pursuant to section 630 of the Corporations Act that the Takeover Offer is unconditional (if any); or
- (b) if the Grantee and the Company enter into a Merger Arrangement, the date on which the court makes an order pursuant to section 411(6) approving the Merger Arrangement (if any).

## 17.2 Reference to certain general terms

In this deed, unless the contrary intention appears:

- (a) **(variation or replacement)** a reference to this deed or another instrument included any variation or replacement of either of them; and
- (b) **(reference to statutes)** a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(person)** the word person includes a firm, a body corporate, an unincorporated association or an authority; and
- (e) **(executors, administrators, successors)** a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (f) **(calculation of time)** 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 to that day; and
- (g) **(reference to a day)** a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (h) **(payment of money)** where a day specified by this deed for the payment of money falls on a Saturday, Sunday or a day appointed as

a public holiday for the whole day, the day so specified will be taken to be the day preceding the day so specified which is not in turn a Saturday, Sunday or day so appointed as a holiday for the whole day.

**17.3 Headings**

Headings are inserted for convenience and do not affect the interpretation of this deed.

**EXECUTED** as a deed

# Option to Purchase Shares - Mackay Permanent Building Society Limited Schedule 1 - Notice of Exercise of Option

TO: [Insert name and address]

Wide Bay Australia Ltd (ACN 087 652 060) exercises the option granted in the Option Deed, between R & D Cran and Wide Bay Australia Ltd (ACN 087 652 060), dated [insert date of Option Deed], to purchase [Insert Number] shares in the capital of Mackay Permanent Building Society Limited (ACN 087 652 033).

Dated:

EXECUTED by WIDE BAY )  
AUSTRALIA LTD in accordance )  
with section 127(1) of the )  
Corporations Act 2001 (Cwlth) by )  
authority of its directors: )

..... )  
Signature of director )

..... )  
Name of director (block letters) )

.....  
Signature of director/company  
secretary\*  
\*delete whichever is not applicable

.....  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

# Option to Purchase Shares - Mackay Permanent Building Society Limited


Signing page

DATED: \_\_\_\_\_ 24/07/2007

SIGNED, SEALED AND  
DELIVERED by R & D CRAN in  
the presence of:


  
.....  
Signature of witness

William George COOPER  
.....  
Name of witness (block letters)


  
.....  
Signature of R CRAN *As Executor of the  
Estate of R. CRAN*

  
.....  
Signature of D CRAN

SIGNED, SEALED AND  
DELIVERED by R. E. HANCOCK  
as attorney for WIDE BAY  
AUSTRALIA LTD under power of  
attorney dated 11/03/1996  
in the presence of:

  
.....  
Signature of witness

F.M. McLEON  
.....  
Name of witness (block letters)

  
.....  
By executing this deed the attorney  
states that the attorney has received  
no notice of revocation of the power  
of attorney



Option to Purchase  
Shares - Mackay  
Permanent Building  
Society Limited

Dated 24/07/2007

PW & LJ Fordyce ("Grantor")  
Wide Bay Australia Ltd ("Grantee")

**Mallesons Stephen Jaques**  
Level 30  
Waterfront Place  
1 Eagle Street  
Brisbane Qld 4000  
T +61 7 3244 8000  
F +61 7 3244 8999  
DX 311 Brisbane

I CERTIFY THIS IS A  
TRUE + ACCURATE COPY OF  
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*David J.P. (C dec)*  
25/07/2007

# Option to Purchase Shares - Mackay Permanent Building Society Limited

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# Option to Purchase Shares - Mackay Permanent Building Society Limited Details

**Interpretation** – definitions and rules for interpretation are at the end of the General terms

Parties	Grantor and Grantee	
<b>Grantor</b>	Name	<b>PW &amp; LJ Fordyce</b>
	Address	<i>"Glencowie" P.O. Box 23, Koomera, 4738</i>
	Telephone	<i>49504230</i>
	Fax	<i>49504216</i>
<b>Grantee</b>	Name	<b>Wide Bay Australia Ltd</b>
	ACN	087 652 060
	Address	5th Floor, 16 - 20 Barolin Street Bundaberg, QLD 4670
	Telephone	(07) 4153 7777
	Fax	(07) 4153 7714
<b>Recitals</b>	<b>A</b>	Mackay Permanent Building Society Limited ACN 087 652 033 is a duly incorporated company providing banking, investment and loan services to personal consumers and small to medium businesses ("Company").
	<b>B</b>	The Grantor is the registered holder and beneficial owner of the Shares and has agreed to grant to the Grantee an option to purchase some or all of the Shares on the terms of this deed.
<b>Governing law</b>	Queensland	
<b>Date of deed</b>	See Signing page	

# Option to Purchase shares - Mackay Permanent Building Society Limited

## General terms

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### **1 Consideration and grant of option**

#### **1.1 Consideration**

In consideration of the payment of the Option Fee by the Grantee to the Grantor (the receipt of which the Grantor acknowledges), the Grantor grants to the Grantee the Option to purchase some or all of the Shares for the Purchase Price and on the terms set out in this deed.

#### **1.2 Option Fee**

If the Option is not exercised, the Option Fee is forfeited to the Grantor. If the Option is exercised, the Option Fee is taken to be part payment of the Purchase Price.

---

### **2 Right to exercise the Option**

#### **2.1 Conditions to exercise Option**

Subject to clause 2.3, the Option may only be exercised:

- (a) during the Option Period; and
- (b) if, within 45 days from the date of this Option Deed, the Grantee has announced a Takeover Bid for all shares in the Company ("Takeover Offer") or has announced a proposal to enter into a merger implementation agreement with the Company to effect a merger of the Grantee and the Company ("Merger Arrangement").

#### **2.2 Duration of Option Period**

The Option Period commences on the Option Commencement Date and ends at 4:00pm on the Option Expiry Date.

#### **2.3 Restriction on exercise of Option**

- (a) If the Grantee has not exercised the Option prior to the TU Date, the Grantor may within 7 days of the TU Date, deliver to the Grantee:
  - (i) if the Grantee makes a Takeover Offer, a notice that the Grantor wishes to accept the Takeover Offer with respect to the Shares; or
  - (ii) if the Grantee and the Company enter into a Merger Arrangement, a notice which provides that in relation to the Shares, the Grantor wishes to be a scheme participant.

- (b) If the Grantor provides the Grantee with notice pursuant to clause 2.3(a), the Grantee's right to exercise the Option ceases.
- (c) Nothing in this clause 2.3 is to be taken as in any way restricting the right of the Grantee to exercise the Option at anytime during the Option Period.

---

### **3 Grantor's rights**

Until the time that the Option is exercised, the Grantor may continue to exercise all its rights as the holder of the Shares, including:

- (a) to attend and vote at all general meetings of the Company; and
- (b) to retain all dividends and other distributions by the Company.

---

### **4 Exercise of Option**

#### **4.1 Exercise of Option**

If the Grantee wishes to exercise the Option, the Grantee must deliver to the Grantor or the Grantor's solicitor to hold on behalf of the Grantor, a notice of exercise of the Option signed by the Grantee in the form of Schedule 1 specifying the number of the Shares in respect of which the Grantee wishes to exercise the Option.

#### **4.2 When the Option is taken to be exercised**

The Option is taken to be exercised only when the document specified in clause 4.1 is delivered to the address of the Grantor or to the Grantor's solicitor to hold on behalf of the Grantor, as specified in this deed, between the hours of 9:00am and 5:00pm on a Business Day.

#### **4.3 Binding agreement**

If the Grantee exercises the Option, a binding agreement is then immediately created for the sale and transfer by the Grantor to the Grantee of the number of the Shares specified in the notice of exercise on the terms of this deed.

---

### **5 Completion of transfer of Shares**

#### **5.1 Completion**

Completion of the sale and purchase of the Shares will take place at 2:00pm on the Completion Date at the registered office of the Grantee or such other time and place as the Grantor and the Grantee agree in writing.

#### **5.2 Grantor's obligations on Completion**

At Completion, the Grantor agrees to deliver to the Grantee or its solicitors duly executed instruments of transfer in favour of the Grantee of the number of the Shares specified in the notice of exercise and such other documents as

the Grantee or its solicitors reasonably require to enable the Grantee to become the registered owner of the specified number of the Shares.

### **5.3 Grantee's obligations on Completion**

At Completion, the Grantee agrees to pay the balance of the Purchase Price (being the Purchase Price less the Option Fee) in accordance with clause 6.

---

## **6 Payment of the Purchase Price**

The Purchase Price is to be paid at Completion, by way of bank cheque drawn in favour of the Grantor or such other method which the Grantee agrees with the Grantor in writing at least 2 Business Days prior to the Completion Date.

---

## **7 Limitation on exercise in the event of a Superior Proposal**

The Grantee agrees that if a Superior Proposal in relation to acquisition of Shares in the Company is made by someone other than the Grantee and is recommended by the Board of the Company then the maximum number of the Shares in respect of which the Grantee may exercise the Option shall be determined in accordance with the following formula:

$$MN = \frac{GC \times 0.2567}{(SP - \$8.00)}$$

Where :

MN is the maximum number of the Shares in respect of which the Option may be exercised rounded up in the case of a fraction to the nearest whole number;

GC is the amount of the transaction costs (including the costs of preparation of this deed) incurred by the Grantee in connection with its proposal to undertake a merger with the Company which costs will be capped at \$450,000; and.

SP is the price at which shares in the Company will be acquired under the terms of the Superior Proposal.

---

## **8 Costs and Stamp Duty**

### **8.1 Costs**

Except as provided in clause 7 each party agrees to pay its own Costs in relation to the preparation and execution of this deed.

### **8.2 Stamp duty**

The Grantee agrees to pay all stamp duty on this deed and any stamp duty payable on exercise of the Option.

---

## **9 Goods and services tax (GST)**

### **9.1 Exclusive price**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this deed are exclusive of GST.

### **9.2 Additional amounts**

If GST is imposed on any supply made by a party ("Supplier") under or in connection with this deed, then to the extent that any consideration payable or to be provided by the other party ("Recipient") to the Supplier under any other clause in this deed for the supply is exclusive of GST, the Recipient must pay to the Supplier, in addition to that GST-exclusive consideration (and at the same time that GST-exclusive consideration is payable), an additional amount for the supply calculated by multiplying the prevailing GST rate by the value of the GST-exclusive consideration for the relevant supply, without any deduction or set-off.

### **9.3 Adjustments**

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

### **9.4 Reimbursement**

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

---

## **10 Representations, warranties and acknowledgements**

### **10.1 Warranties and representations of the parties**

Each party represents and warrants to each other party that:

- (a) it has all the power to enter into and perform its obligations under this deed and has obtained all necessary consents and corporate authorisations to enable it to do so; and
- (b) this deed does not contravene its constituent documents or any law or obligation by which it is bound.

### **10.2 Grantor's warranties**

The Grantor warrants that as at each of the date of this Option Deed and the Completion Date:

- (a) the Grantor is the legal and beneficial owner of the Shares; and
- (b) the Shares are free and clear of any Encumbrance.

### **10.3 Grantor's covenant**

The Grantor covenants that it will not Encumber or otherwise deal with the Shares during the Option Period, other than as permitted by this Option Deed.

---

## **11 Waiver and variation**

A provision of or right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.

---

## **12 Assignment**

The Grantee may not assign its interest in the Shares or this deed without the prior written approval of the Grantor.

---

## **13 Further assurances**

Each party agrees, at its own expense, on the request of any other party, to do everything reasonably necessary to give effect to this deed and the transactions contemplated by it (including the execution of documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.

---

## **14 Certificate as to Transaction Costs**

For the purposes of clause 7 of this deed a certificate as to the amount of transaction costs incurred by the Grantee in connection with its proposal to undertake a merger with the Company signed by a director of the Grantee shall be conclusive evidence of the facts stated therein.

---

## **15 Counterparts**

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

---

## **16 Governing law and jurisdiction**

This deed is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

---

## **17 Interpretation**

### **17.1 Definitions**

The following words have these meanings in this deed unless the contrary intention appears.

**Business Days** means a day on which trading banks are open for general business in Brisbane, not being a Saturday or a Sunday.

**Company** means Mackay Permanent Building Society Limited ACN 087 652 033.

**Completion** means completion of the sale and purchase of the Shares in accordance with clause 5.1.

**Completion Date** means the date which is 7 days after the date of the notice of exercise of option issued pursuant to clause 4.1.

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

**Costs** includes charges and expenses, including those incurred in connection with advisers.

**Encumbrance** means any mortgage, pledge, lien, charge, assignment, option, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

**GST** has the meaning it has in the GST Act.

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

**Input Tax Credit** has the meaning it has in the GST Act.

**Merger Arrangement** has the meaning given to the term in clause 2.1(b).

**Option** means the option to purchase some or all of the Shares granted by this deed.

**Option Commencement Date** means the date of this deed or such other date as agreed between the parties.

**Option Deed** means this deed.

**Option Expiry Date** means the date which is 180 days after the Option Commencement Date.

**Option Fee** means the sum of \$1.00.

**Option Period** means the period during which the Option may be exercised, commencing on the Option Commencement Date and ending at 4:00pm on the Option Expiry Date.

**Purchase Price** means the number of the Shares specified in the notice given under clause 4.1 multiplied by \$8.00 per Sale Share.

**Recipient** has the meaning given to the term in clause 8.2.

**Sale Shares** means the number of the Shares specified in the notice given under clause 4.1 in respect of which the Option is exercised.

**Shares** means 207,600 shares in the Company.

**Superior Proposal** means a publicly announced competing transaction which is reasonably capable of being completed taking into account all aspects of the competing transaction and is more favourable to Company shareholders than any proposal to merge or takeover bid announced by the Grantee.

**Supplier** has the meaning given to the term in clause 8.2.

**Takeover Bid** has the meaning given to the term in the Corporations Act.

**Takeover Offer** has the meaning given to the term in clause 2.1(b).

**TU Date** means:

- (a) if the Grantee makes a Takeover Offer, the date on which the Grantee gives notice pursuant to section 630 of the Corporations Act that the Takeover Offer is unconditional (if any); or
- (b) if the Grantee and the Company enter into a Merger Arrangement, the date on which the court makes an order pursuant to section 411(6) approving the Merger Arrangement (if any).

## 17.2 Reference to certain general terms

In this deed, unless the contrary intention appears:

- (a) **(variation or replacement)** a reference to this deed or another instrument included any variation or replacement of either of them; and
- (b) **(reference to statutes)** a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(person)** the word person includes a firm, a body corporate, an unincorporated association or an authority; and
- (e) **(executors, administrators, successors)** a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (f) **(calculation of time)** 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 to that day; and
- (g) **(reference to a day)** a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (h) **(payment of money)** where a day specified by this deed for the payment of money falls on a Saturday, Sunday or a day appointed as

a public holiday for the whole day, the day so specified will be taken to be the day preceding the day so specified which is not in turn a Saturday, Sunday or day so appointed as a holiday for the whole day.

**17.3 Headings**

Headings are inserted for convenience and do not affect the interpretation of this deed.

**EXECUTED** as a deed



# Option to Purchase Shares - Mackay Permanent Building Society Limited Schedule 1 - Notice of Exercise of Option

TO: [Insert name and address]

Wide Bay Australia Ltd (ACN 087 652 060) exercises the option granted in the Option Deed, between PW & LJ Fordyce and Wide Bay Australia Ltd (ACN 087 652 060), dated [insert date of Option Deed], to purchase [Insert Number] shares in the capital of Mackay Permanent Building Society Limited (ACN 087 652 033).

Dated:

EXECUTED by WIDE BAY )  
AUSTRALIA LTD in accordance )  
with section 127(1) of the )  
Corporations Act 2001 (Cwlth) by )  
authority of its directors: )

..... )  
Signature of director )

..... )  
Name of director (block letters) )

..... )  
Signature of director/company )  
secretary\* )

\*delete whichever is not applicable

..... )  
Name of director/company secretary\* )  
(block letters) )

\*delete whichever is not applicable

# Option to Purchase Shares - Mackay Permanent Building Society Limited

Signing page

DATED: 24/07/ 2007

SIGNED, SEALED AND  
DELIVERED by PW & LJ  
FORDYCE in the presence of:

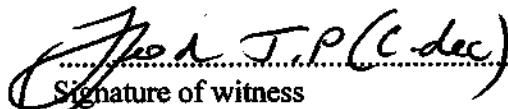
  
.....  
Signature of witness

William George COOPER  
.....  
Name of witness (block letters)


  
.....  
Signature of PW FORDYCE

  
.....  
Signature of LJ FORDYCE

SIGNED, SEALED AND  
DELIVERED by R. E. HANCOCK  
as attorney for WIDE BAY  
AUSTRALIA LTD under power of  
attorney dated 11/03/1996  
in the presence of:

  
.....  
Signature of witness

F.M. McLEOD  
.....  
Name of witness (block letters)

  
.....  
By executing this deed the attorney  
states that the attorney has received  
no notice of revocation of the power  
of attorney



Option to Purchase  
Shares - Mackay  
Permanent Building  
Society Limited

Dated 24/07/2007

Galway Land Developers Pty Ltd ("Grantor")  
Wide Bay Australia Ltd ("Grantee")

**Mallesons Stephen Jaques**  
Level 30  
Waterfront Place  
1 Eagle Street  
Brisbane Qld 4000  
T +61 7 3244 8000  
F +61 7 3244 8999  
DX 311 Brisbane

I CERTIFY THIS IS A  
TRUE & ACCURATE COPY  
OF THE ORIGINAL

*Geod J. P. (C. dec)*  
25/07/2007

# Option to Purchase Shares - Mackay Permanent Building Society Limited

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# Option to Purchase Shares - Mackay Permanent Building Society Limited Details

**Interpretation** – definitions and rules for interpretation are at the end of the General terms

<b>Parties</b>	<b>Grantor and Grantee</b>	
<b>Grantor</b>	<b>Name</b>	<b>Galway Land Developers Pty Ltd</b>
	<b>Address</b>	<i>33 PERRY STREET MACKAY</i>
	<b>Telephone</b>	<i>(07) 4957 3054</i>
	<b>Fax</b>	
<b>Grantee</b>	<b>Name</b>	<b>Wide Bay Australia Ltd</b>
	<b>ACN</b>	087 652 060
	<b>Address</b>	5th Floor, 16 - 20 Barolin Street Bundaberg, QLD 4670
	<b>Telephone</b>	(07) 4153 7777
	<b>Fax</b>	(07) 4153 7714
<b>Recitals</b>	<b>A</b>	Mackay Permanent Building Society Limited ACN 087 652 033 is a duly incorporated company providing banking, investment and loan services to personal consumers and small to medium businesses ("Company").
	<b>B</b>	The Grantor is the registered holder and beneficial owner of the Shares and has agreed to grant to the Grantee an option to purchase some or all of the Shares on the terms of this deed.
<b>Governing law</b>	Queensland	
<b>Date of deed</b>	See Signing page	

# Option to Purchase shares - Mackay Permanent Building Society Limited

## General terms

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### **1 Consideration and grant of option**

#### **1.1 Consideration**

In consideration of the payment of the Option Fee by the Grantee to the Grantor (the receipt of which the Grantor acknowledges), the Grantor grants to the Grantee the Option to purchase some or all of the Shares for the Purchase Price and on the terms set out in this deed.

#### **1.2 Option Fee**

If the Option is not exercised, the Option Fee is forfeited to the Grantor. If the Option is exercised, the Option Fee is taken to be part payment of the Purchase Price.

---

### **2 Right to exercise the Option**

#### **2.1 Conditions to exercise Option**

Subject to clause 2.3, the Option may only be exercised:

- (a) during the Option Period; and
- (b) if, within 45 days from the date of this Option Deed, the Grantee has announced a Takeover Bid for all shares in the Company ("Takeover Offer") or has announced a proposal to enter into a merger implementation agreement with the Company to effect a merger of the Grantee and the Company ("Merger Arrangement").

#### **2.2 Duration of Option Period**

The Option Period commences on the Option Commencement Date and ends at 4:00pm on the Option Expiry Date.

#### **2.3 Restriction on exercise of Option**

- (a) If the Grantee has not exercised the Option prior to the TU Date, the Grantor may within 7 days of the TU Date, deliver to the Grantee:
  - (i) if the Grantee makes a Takeover Offer, a notice that the Grantor wishes to accept the Takeover Offer with respect to the Shares; or
  - (ii) if the Grantee and the Company enter into a Merger Arrangement, a notice which provides that in relation to the Shares, the Grantor wishes to be a scheme participant.

- (b) If the Grantor provides the Grantee with notice pursuant to clause 2.3(a), the Grantee's right to exercise the Option ceases.
- (c) Nothing in this clause 2.3 is to be taken as in any way restricting the right of the Grantee to exercise the Option at anytime during the Option Period.

---

### **3 Grantor's rights**

Until the time that the Option is exercised, the Grantor may continue to exercise all its rights as the holder of the Shares, including:

- (a) to attend and vote at all general meetings of the Company; and
- (b) to retain all dividends and other distributions by the Company.

---

### **4 Exercise of Option**

#### **4.1 Exercise of Option**

If the Grantee wishes to exercise the Option, the Grantee must deliver to the Grantor or the Grantor's solicitor to hold on behalf of the Grantor, a notice of exercise of the Option signed by the Grantee in the form of Schedule 1 specifying the number of the Shares in respect of which the Grantee wishes to exercise the Option.

#### **4.2 When the Option is taken to be exercised**

The Option is taken to be exercised only when the document specified in clause 4.1 is delivered to the address of the Grantor or to the Grantor's solicitor to hold on behalf of the Grantor, as specified in this deed, between the hours of 9:00am and 5:00pm on a Business Day.

#### **4.3 Binding agreement**

If the Grantee exercises the Option, a binding agreement is then immediately created for the sale and transfer by the Grantor to the Grantee of the number of the Shares specified in the notice of exercise on the terms of this deed.

---

### **5 Completion of transfer of Shares**

#### **5.1 Completion**

Completion of the sale and purchase of the Shares will take place at 2:00pm on the Completion Date at the registered office of the Grantee or such other time and place as the Grantor and the Grantee agree in writing.

#### **5.2 Grantor's obligations on Completion**

At Completion, the Grantor agrees to deliver to the Grantee or its solicitors duly executed instruments of transfer in favour of the Grantee of the number of the Shares specified in the notice of exercise and such other documents as

the Grantee or its solicitors reasonably require to enable the Grantee to become the registered owner of the specified number of the Shares.

### **5.3 Grantee's obligations on Completion**

At Completion, the Grantee agrees to pay the balance of the Purchase Price (being the Purchase Price less the Option Fee) in accordance with clause 6.

---

## **6 Payment of the Purchase Price**

The Purchase Price is to be paid at Completion, by way of bank cheque drawn in favour of the Grantor or such other method which the Grantee agrees with the Grantor in writing at least 2 Business Days prior to the Completion Date.

---

## **7 Limitation on exercise in the event of a Superior Proposal**

The Grantee agrees that if a Superior Proposal in relation to acquisition of Shares in the Company is made by someone other than the Grantee and is recommended by the Board of the Company then the maximum number of the Shares in respect of which the Grantee may exercise the Option shall be determined in accordance with the following formula:

$$MN = \frac{GC}{(SP - \$8.00)} \times 0.1125$$

Where :

MN is the maximum number of the Shares in respect of which the Option may be exercised rounded up in the case of a fraction to the nearest whole number;

GC is the amount of the transaction costs (including the costs of preparation of this deed) incurred by the Grantee in connection with its proposal to undertake a merger with the Company which costs will be capped at \$450,000; and.

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## **8 Costs and Stamp Duty**

### **8.1 Costs**

Except as provided in clause 7 each party agrees to pay its own Costs in relation to the preparation and execution of this deed.

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The Grantee agrees to pay all stamp duty on this deed and any stamp duty payable on exercise of the Option.

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## **9 Goods and services tax (GST)**

### **9.1 Exclusive price**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this deed are exclusive of GST.

### **9.2 Additional amounts**

If GST is imposed on any supply made by a party ("Supplier") under or in connection with this deed, then to the extent that any consideration payable or to be provided by the other party ("Recipient") to the Supplier under any other clause in this deed for the supply is exclusive of GST, the Recipient must pay to the Supplier, in addition to that GST-exclusive consideration (and at the same time that GST-exclusive consideration is payable), an additional amount for the supply calculated by multiplying the prevailing GST rate by the value of the GST-exclusive consideration for the relevant supply, without any deduction or set-off.

### **9.3 Adjustments**

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

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## **10 Representations, warranties and acknowledgements**

### **10.1 Warranties and representations of the parties**

Each party represents and warrants to each other party that:

- (a) it has all the power to enter into and perform its obligations under this deed and has obtained all necessary consents and corporate authorisations to enable it to do so; and
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### **10.2 Grantor's warranties**

The Grantor warrants that as at each of the date of this Option Deed and the Completion Date:

- (a) the Grantor is the legal and beneficial owner of the Shares; and
- (b) the Shares are free and clear of any Encumbrance.

### **10.3 Grantor's covenant**

The Grantor covenants that it will not Encumber or otherwise deal with the Shares during the Option Period, other than as permitted by this Option Deed.

---

## **11 Waiver and variation**

A provision of or right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.

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The Grantee may not assign its interest in the Shares or this deed without the prior written approval of the Grantor.

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## **13 Further assurances**

Each party agrees, at its own expense, on the request of any other party, to do everything reasonably necessary to give effect to this deed and the transactions contemplated by it (including the execution of documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.

---

## **14 Certificate as to Transaction Costs**

For the purposes of clause 7 of this deed a certificate as to the amount of transaction costs incurred by the Grantee in connection with its proposal to undertake a merger with the Company signed by a director of the Grantee shall be conclusive evidence of the facts stated therein.

---

## **15 Counterparts**

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

---

## **16 Governing law and jurisdiction**

This deed is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

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### 17.1 Definitions

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**Completion** means completion of the sale and purchase of the Shares in accordance with clause 5.1.

**Completion Date** means the date which is 7 days after the date of the notice of exercise of option issued pursuant to clause 4.1.

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

**Costs** includes charges and expenses, including those incurred in connection with advisers.

**Encumbrance** means any mortgage, pledge, lien, charge, assignment, option, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

**GST** has the meaning it has in the GST Act.

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

**Input Tax Credit** has the meaning it has in the GST Act.

**Merger Arrangement** has the meaning given to the term in clause 2.1(b).

**Option** means the option to purchase some or all of the Shares granted by this deed.

**Option Commencement Date** means the date of this deed or such other date as agreed between the parties.

**Option Deed** means this deed.

**Option Expiry Date** means the date which is 180 days after the Option Commencement Date.

**Option Fee** means the sum of \$1.00.

**Option Period** means the period during which the Option may be exercised, commencing on the Option Commencement Date and ending at 4:00pm on the Option Expiry Date.

**Purchase Price** means the number of the Shares specified in the notice given under clause 4.1 multiplied by \$8.00 per Sale Share.

**Recipient** has the meaning given to the term in clause 8.2.

**Sale Shares** means the number of the Shares specified in the notice given under clause 4.1 in respect of which the Option is exercised.

**Shares** means 90,979 shares in the Company.

**Superior Proposal** means a publicly announced competing transaction which is reasonably capable of being completed taking into account all aspects of the competing transaction and is more favourable to Company shareholders than any proposal to merge or takeover bid announced by the Grantee.

**Supplier** has the meaning given to the term in clause 8.2.

**Takeover Bid** has the meaning given to the term in the Corporations Act.

**Takeover Offer** has the meaning given to the term in clause 2.1(b).

**TU Date** means:

- (a) if the Grantee makes a Takeover Offer, the date on which the Grantee gives notice pursuant to section 630 of the Corporations Act that the Takeover Offer is unconditional (if any); or
- (b) if the Grantee and the Company enter into a Merger Arrangement, the date on which the court makes an order pursuant to section 411(6) approving the Merger Arrangement (if any).

## 17.2 Reference to certain general terms

In this deed, unless the contrary intention appears:

- (a) **(variation or replacement)** a reference to this deed or another instrument included any variation or replacement of either of them; and
- (b) **(reference to statutes)** a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(person)** the word person includes a firm, a body corporate, an unincorporated association or an authority; and
- (e) **(executors, administrators, successors)** a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and

- (f) **(calculation of time)** 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 to that day; and
- (g) **(reference to a day)** a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (h) **(payment of money)** where a day specified by this deed for the payment of money falls on a Saturday, Sunday or a day appointed as a public holiday for the whole day, the day so specified will be taken to be the day preceding the day so specified which is not in turn a Saturday, Sunday or day so appointed as a holiday for the whole day.

### **17.3 Headings**

Headings are inserted for convenience and do not affect the interpretation of this deed.

**EXECUTED** as a deed

# Option to Purchase Shares - Mackay Permanent Building Society Limited Schedule 1 - Notice of Exercise of Option

TO: [Insert name and address]

Wide Bay Australia Ltd (ACN 087 652 060) exercises the option granted in the Option Deed, between Galway Land Developers Pty Ltd and Wide Bay Australia Ltd (ACN 087 652 060), dated [insert date of Option Deed], to purchase [Insert Number] shares in the capital of Mackay Permanent Building Society Limited (ACN 087 652 033).

Dated:

**EXECUTED by WIDE BAY  
AUSTRALIA LTD** in accordance  
with section 127(1) of the  
Corporations Act 2001 (Cwlth) by  
authority of its directors:

.....  
Signature of director

.....  
Name of director (block letters)

.....  
Signature of director/company  
secretary\*

\*delete whichever is not applicable

.....  
Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

# Option to Purchase Shares - Mackay Permanent Building Society Limited

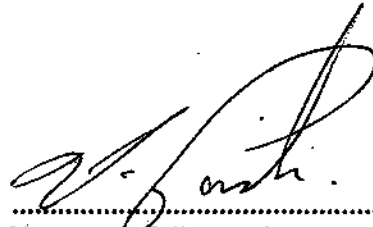
Signing page

DATED: 24/07/2007

EXECUTED by GALWAY LAND )  
DEVELOPERS PTY LTD in )  
accordance with section 127(1) of the )  
Corporations Act 2001 (Cwlth) by )  
authority of its directors: )

x M. Pask )  
Signature of director )

MARGARET PASK )  
Name of director (block letters) )



Signature of director/company )  
secretary\* )

\*delete whichever is not applicable

W. DESMOND PASK )  
Name of director/company secretary\* )

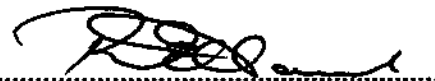
(block letters)

\*delete whichever is not applicable

SIGNED, SEALED AND )  
DELIVERED by R.E. HANCOCK )  
as attorney for WIDE BAY )  
AUSTRALIA LTD under power of )  
attorney dated 11/03/1996 )  
in the presence of: )

J. P. C. de )  
Signature of witness )

F.M. McLEOD )  
Name of witness (block letters) )



By executing this deed the attorney )  
states that the attorney has received )  
no notice of revocation of the power )  
of attorney )



Option to Purchase  
Shares - Mackay  
Permanent Building  
Society Limited

Dated 24/07/2007

Lindesay Holdings Pty Ltd ("Grantor")  
Wide Bay Australia Ltd ("Grantee")

**Mallesons Stephen Jaques**  
Level 30  
Waterfront Place  
1 Eagle Street  
Brisbane Qld 4000  
T +61 7 3244 8000  
F +61 7 3244 8999  
DX 311 Brisbane

I CERTIFY THIS IS A  
TRUE + ACCURATE COPY  
OF THE ORIGINAL

*John J.P. (C. dec)*  
25/07/2007

# Option to Purchase Shares - Mackay Permanent Building Society Limited

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# Option to Purchase Shares - Mackay Permanent Building Society Limited Details

**Interpretation** – definitions and rules for interpretation are at the end of the General terms

<b>Parties</b>	<b>Grantor and Grantee</b>	
<b>Grantor</b>	<b>Name</b>	<b>Lindesay Holdings Pty Ltd</b>
	<b>Address</b>	39 RIVERLEIGH DRIVE N. MACIKAY Q 4740
	<b>Telephone</b>	(07) 49426 752
	<b>Fax</b>	AS ABOVE
<b>Grantee</b>	<b>Name</b>	<b>Wide Bay Australia Ltd</b>
	<b>ACN</b>	087 652 060
	<b>Address</b>	5th Floor, 16 - 20 Barolin Street Bundaberg, QLD 4670
	<b>Telephone</b>	(07) 4153 7777
	<b>Fax</b>	(07) 4153 7714
<b>Recitals</b>	<b>A</b>	Mackay Permanent Building Society Limited ACN 087 652 033 is a duly incorporated company providing banking, investment and loan services to personal consumers and small to medium businesses ("Company").
	<b>B</b>	The Grantor is the registered holder and beneficial owner of the Shares and has agreed to grant to the Grantee an option to purchase some or all of the Shares on the terms of this deed.
<b>Governing law</b>	Queensland	
<b>Date of deed</b>	See Signing page	

# Option to Purchase shares - Mackay Permanent Building Society Limited

## General terms

---

### 1 Consideration and grant of option

#### 1.1 Consideration

In consideration of the payment of the Option Fee by the Grantee to the Grantor (the receipt of which the Grantor acknowledges), the Grantor grants to the Grantee the Option to purchase some or all of the Shares for the Purchase Price and on the terms set out in this deed.

#### 1.2 Option Fee

If the Option is not exercised, the Option Fee is forfeited to the Grantor. If the Option is exercised, the Option Fee is taken to be part payment of the Purchase Price.

---

### 2 Right to exercise the Option

#### 2.1 Conditions to exercise Option

Subject to clause 2.3, the Option may only be exercised:

- (a) during the Option Period; and
- (b) if, within 45 days from the date of this Option Deed, the Grantee has announced a Takeover Bid for all shares in the Company ("Takeover Offer") or has announced a proposal to enter into a merger implementation agreement with the Company to effect a merger of the Grantee and the Company ("Merger Arrangement").

#### 2.2 Duration of Option Period

The Option Period commences on the Option Commencement Date and ends at 4:00pm on the Option Expiry Date.

#### 2.3 Restriction on exercise of Option

- (a) If the Grantee has not exercised the Option prior to the TU Date, the Grantor may within 7 days of the TU Date, deliver to the Grantee:
  - (i) if the Grantee makes a Takeover Offer, a notice that the Grantor wishes to accept the Takeover Offer with respect to the Shares; or
  - (ii) if the Grantee and the Company enter into a Merger Arrangement, a notice which provides that in relation to the Shares, the Grantor wishes to be a scheme participant.

- (b) If the Grantor provides the Grantee with notice pursuant to clause 2.3(a), the Grantee's right to exercise the Option ceases.
- (c) Nothing in this clause 2.3 is to be taken as in any way restricting the right of the Grantee to exercise the Option at anytime during the Option Period.

---

### **3 Grantor's rights**

Until the time that the Option is exercised, the Grantor may continue to exercise all its rights as the holder of the Shares, including:

- (a) to attend and vote at all general meetings of the Company; and
- (b) to retain all dividends and other distributions by the Company.

---

### **4 Exercise of Option**

#### **4.1 Exercise of Option**

If the Grantee wishes to exercise the Option, the Grantee must deliver to the Grantor or the Grantor's solicitor to hold on behalf of the Grantor, a notice of exercise of the Option signed by the Grantee in the form of Schedule 1 specifying the number of the Shares in respect of which the Grantee wishes to exercise the Option.

#### **4.2 When the Option is taken to be exercised**

The Option is taken to be exercised only when the document specified in clause 4.1 is delivered to the address of the Grantor or to the Grantor's solicitor to hold on behalf of the Grantor, as specified in this deed, between the hours of 9:00am and 5:00pm on a Business Day.

#### **4.3 Binding agreement**

If the Grantee exercises the Option, a binding agreement is then immediately created for the sale and transfer by the Grantor to the Grantee of the number of the Shares specified in the notice of exercise on the terms of this deed.

---

### **5 Completion of transfer of Shares**

#### **5.1 Completion**

Completion of the sale and purchase of the Shares will take place at 2:00pm on the Completion Date at the registered office of the Grantee or such other time and place as the Grantor and the Grantee agree in writing.

#### **5.2 Grantor's obligations on Completion**

At Completion, the Grantor agrees to deliver to the Grantee or its solicitors duly executed instruments of transfer in favour of the Grantee of the number of the Shares specified in the notice of exercise and such other documents as

the Grantee or its solicitors reasonably require to enable the Grantee to become the registered owner of the specified number of the Shares.

### **5.3 Grantee's obligations on Completion**

At Completion, the Grantee agrees to pay the balance of the Purchase Price (being the Purchase Price less the Option Fee) in accordance with clause 6.

---

## **6 Payment of the Purchase Price**

The Purchase Price is to be paid at Completion, by way of bank cheque drawn in favour of the Grantor or such other method which the Grantee agrees with the Grantor in writing at least 2 Business Days prior to the Completion Date.

---

## **7 Limitation on exercise in the event of a Superior Proposal**

The Grantee agrees that if a Superior Proposal in relation to acquisition of Shares in the Company is made by someone other than the Grantee and is recommended by the Board of the Company then the maximum number of the Shares in respect of which the Grantee may exercise the Option shall be determined in accordance with the following formula:

$$MN = \frac{GC}{(SP - \$8.00)} \times 0.1113$$

Where :

MN is the maximum number of the Shares in respect of which the Option may be exercised rounded up in the case of a fraction to the nearest whole number;

GC is the amount of the transaction costs (including the costs of preparation of this deed) incurred by the Grantee in connection with its proposal to undertake a merger with the Company which costs will be capped at \$450,000; and.

SP is the price at which shares in the Company will be acquired under the terms of the Superior Proposal.

---

## **8 Costs and Stamp Duty**

### **8.1 Costs**

Except as provided in clause 7 each party agrees to pay its own Costs in relation to the preparation and execution of this deed.

## **8.2 Stamp duty**

The Grantee agrees to pay all stamp duty on this deed and any stamp duty payable on exercise of the Option.

---

## **9 Goods and services tax (GST)**

### **9.1 Exclusive price**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this deed are exclusive of GST.

### **9.2 Additional amounts**

If GST is imposed on any supply made by a party ("Supplier") under or in connection with this deed, then to the extent that any consideration payable or to be provided by the other party ("Recipient") to the Supplier under any other clause in this deed for the supply is exclusive of GST, the Recipient must pay to the Supplier, in addition to that GST-exclusive consideration (and at the same time that GST-exclusive consideration is payable), an additional amount for the supply calculated by multiplying the prevailing GST rate by the value of the GST-exclusive consideration for the relevant supply, without any deduction or set-off.

### **9.3 Adjustments**

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

### **9.4 Reimbursement**

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

---

## **10 Representations, warranties and acknowledgements**

### **10.1 Warranties and representations of the parties**

Each party represents and warrants to each other party that:

- (a) it has all the power to enter into and perform its obligations under this deed and has obtained all necessary consents and corporate authorisations to enable it to do so; and
- (b) this deed does not contravene its constituent documents or any law or obligation by which it is bound.

### **10.2 Grantor's warranties**

The Grantor warrants that as at each of the date of this Option Deed and the Completion Date:

- (a) the Grantor is the legal and beneficial owner of the Shares; and
- (b) the Shares are free and clear of any Encumbrance.

### **10.3 Grantor's covenant**

The Grantor covenants that it will not Encumber or otherwise deal with the Shares during the Option Period, other than as permitted by this Option Deed.

---

## **11 Waiver and variation**

A provision of or right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.

---

## **12 Assignment**

The Grantee may not assign its interest in the Shares or this deed without the prior written approval of the Grantor.

---

## **13 Further assurances**

Each party agrees, at its own expense, on the request of any other party, to do everything reasonably necessary to give effect to this deed and the transactions contemplated by it (including the execution of documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.

---

## **14 Certificate as to Transaction Costs**

For the purposes of clause 7 of this deed a certificate as to the amount of transaction costs incurred by the Grantee in connection with its proposal to undertake a merger with the Company signed by a director of the Grantee shall be conclusive evidence of the facts stated therein.

---

## **15 Counterparts**

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

---

## **16 Governing law and jurisdiction**

This deed is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

---

## 17 Interpretation

### 17.1 Definitions

The following words have these meanings in this deed unless the contrary intention appears.

**Business Days** means a day on which trading banks are open for general business in Brisbane, not being a Saturday or a Sunday.

**Company** means Mackay Permanent Building Society Limited ACN 087 652 033.

**Completion** means completion of the sale and purchase of the Shares in accordance with clause 5.1.

**Completion Date** means the date which is 7 days after the date of the notice of exercise of option issued pursuant to clause 4.1.

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

**Costs** includes charges and expenses, including those incurred in connection with advisers.

**Encumbrance** means any mortgage, pledge, lien, charge, assignment, option, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

**GST** has the meaning it has in the GST Act.

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

**Input Tax Credit** has the meaning it has in the GST Act.

**Merger Arrangement** has the meaning given to the term in clause 2.1(b).

**Option** means the option to purchase some or all of the Shares granted by this deed.

**Option Commencement Date** means the date of this deed or such other date as agreed between the parties.

**Option Deed** means this deed.

**Option Expiry Date** means the date which is 180 days after the Option Commencement Date.

**Option Fee** means the sum of \$1.00.

**Option Period** means the period during which the Option may be exercised, commencing on the Option Commencement Date and ending at 4:00pm on the Option Expiry Date.

**Purchase Price** means the number of the Shares specified in the notice given under clause 4.1 multiplied by \$8.00 per Sale Share.

**Recipient** has the meaning given to the term in clause 8.2.

**Sale Shares** means the number of the Shares specified in the notice given under clause 4.1 in respect of which the Option is exercised.

**Shares** means 90,000 shares in the Company.

**Superior Proposal** means a publicly announced competing transaction which is reasonably capable of being completed taking into account all aspects of the competing transaction and is more favourable to Company shareholders than any proposal to merge or takeover bid announced by the Grantee.

**Supplier** has the meaning given to the term in clause 8.2.

**Takeover Bid** has the meaning given to the term in the Corporations Act.

**Takeover Offer** has the meaning given to the term in clause 2.1(b).

**TU Date** means:

- (a) if the Grantee makes a Takeover Offer, the date on which the Grantee gives notice pursuant to section 630 of the Corporations Act that the Takeover Offer is unconditional (if any); or
- (b) if the Grantee and the Company enter into a Merger Arrangement, the date on which the court makes an order pursuant to section 411(6) approving the Merger Arrangement (if any).

## 17.2 Reference to certain general terms

In this deed, unless the contrary intention appears:

- (a) **(variation or replacement)** a reference to this deed or another instrument included any variation or replacement of either of them; and
- (b) **(reference to statutes)** a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(person)** the word person includes a firm, a body corporate, an unincorporated association or an authority; and
- (e) **(executors, administrators, successors)** a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and

- (f) **(calculation of time)** 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 to that day; and
- (g) **(reference to a day)** a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (h) **(payment of money)** where a day specified by this deed for the payment of money falls on a Saturday, Sunday or a day appointed as a public holiday for the whole day, the day so specified will be taken to be the day preceding the day so specified which is not in turn a Saturday, Sunday or day so appointed as a holiday for the whole day.

### **17.3 Headings**

Headings are inserted for convenience and do not affect the interpretation of this deed.

**EXECUTED** as a deed

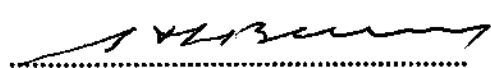


# Option to Purchase Shares - Mackay Permanent Building Society Limited

Signing page

DATED: 24/07/ 2007

EXECUTED by LINDESAY )  
HOLDINGS PTY LTD in )  
accordance with section 127(1) of the )  
Corporations Act 2001 (Cwlth) by )  
authority of its directors: )

  
Signature of director )

H L BLACK  
Name of director (block letters) )



Signature of director/company  
secretary\* )

\*delete whichever is not applicable

H L BLACK

Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

SIGNED, SEALED AND )  
DELIVERED by R. F. HANCOCK )  
as attorney for WIDE BAY )  
AUSTRALIA LTD under power of )  
attorney dated 11/03/1996 )  
in the presence of: )

  
Signature of witness )

F. M. McLEOD  
Name of witness (block letters) )



By executing this deed the attorney  
states that the attorney has received  
no notice of revocation of the power  
of attorney

Option to Purchase  
Shares - Mackay  
Permanent Building  
Society Limited

Dated 24/07/2007

Roju Pty Ltd ("Grantor")  
Wide Bay Australia Ltd ("Grantee")

**Mallesons Stephen Jaques**  
Level 30  
Waterfront Place  
1 Eagle Street  
Brisbane Qld 4000  
T +61 7 3244 8000  
F +61 7 3244 8999  
DX 311 Brisbane

I CERTIFY THIS IS A  
TRUE + ACCURATE COPY  
OF THE ORIGINAL

*David J.P. (C. dec)*  
25/7/2007

# Option to Purchase Shares - Mackay Permanent Building Society Limited Contents

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# Option to Purchase Shares - Mackay Permanent Building Society Limited Details

**Interpretation** – definitions and rules for interpretation are at the end of the General terms

<b>Parties</b>	<b>Grantor and Grantee</b>	
<b>Grantor</b>	<b>Name</b>	<b>Roju Pty Ltd</b>
	<b>Address</b>	31 ANNIE WOOD AV, NORTH MACKAY 4740
	<b>Telephone</b>	0749421224
	<b>Fax</b>	0749428693
	<b>Grantee</b>	<b>Name</b>
	<b>ACN</b>	087 652 060
	<b>Address</b>	5th Floor, 16 - 20 Barolin Street Bundaberg, QLD 4670
	<b>Telephone</b>	(07) 4153 7777
	<b>Fax</b>	(07) 4153 7714
<b>Recitals</b>	<b>A</b>	Mackay Permanent Building Society Limited ACN 087 652 033 is a duly incorporated company providing banking, investment and loan services to personal consumers and small to medium businesses ("Company").
	<b>B</b>	The Grantor is the registered holder and beneficial owner of the Shares and has agreed to grant to the Grantee an option to purchase some or all of the Shares on the terms of this deed.
<b>Governing law</b>	Queensland	
<b>Date of deed</b>	See Signing page	

# Option to Purchase shares - Mackay Permanent Building Society Limited General terms

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## 1 Consideration and grant of option

### 1.1 Consideration

In consideration of the payment of the Option Fee by the Grantee to the Grantor (the receipt of which the Grantor acknowledges), the Grantor grants to the Grantee the Option to purchase some or all of the Shares for the Purchase Price and on the terms set out in this deed.

### 1.2 Option Fee

If the Option is not exercised, the Option Fee is forfeited to the Grantor. If the Option is exercised, the Option Fee is taken to be part payment of the Purchase Price.

---

## 2 Right to exercise the Option

### 2.1 Conditions to exercise Option

Subject to clause 2.3, the Option may only be exercised:

- (a) during the Option Period; and
- (b) if, within 45 days from the date of this Option Deed, the Grantee has announced a Takeover Bid for all shares in the Company ("Takeover Offer") or has announced a proposal to enter into a merger implementation agreement with the Company to effect a merger of the Grantee and the Company ("Merger Arrangement").

### 2.2 Duration of Option Period

The Option Period commences on the Option Commencement Date and ends at 4:00pm on the Option Expiry Date.

### 2.3 Restriction on exercise of Option

- (a) If the Grantee has not exercised the Option prior to the TU Date, the Grantor may within 7 days of the TU Date, deliver to the Grantee:
  - (i) if the Grantee makes a Takeover Offer, a notice that the Grantor wishes to accept the Takeover Offer with respect to the Shares; or
  - (ii) if the Grantee and the Company enter into a Merger Arrangement, a notice which provides that in relation to the Shares, the Grantor wishes to be a scheme participant.

- (b) If the Grantor provides the Grantee with notice pursuant to clause 2.3(a), the Grantee's right to exercise the Option ceases.
- (c) Nothing in this clause 2.3 is to be taken as in any way restricting the right of the Grantee to exercise the Option at anytime during the Option Period.

---

### **3 Grantor's rights**

Until the time that the Option is exercised, the Grantor may continue to exercise all its rights as the holder of the Shares, including:

- (a) to attend and vote at all general meetings of the Company; and
- (b) to retain all dividends and other distributions by the Company.

---

### **4 Exercise of Option**

#### **4.1 Exercise of Option**

If the Grantee wishes to exercise the Option, the Grantee must deliver to the Grantor or the Grantor's solicitor to hold on behalf of the Grantor, a notice of exercise of the Option signed by the Grantee in the form of Schedule 1 specifying the number of the Shares in respect of which the Grantee wishes to exercise the Option.

#### **4.2 When the Option is taken to be exercised**

The Option is taken to be exercised only when the document specified in clause 4.1 is delivered to the address of the Grantor or to the Grantor's solicitor to hold on behalf of the Grantor, as specified in this deed, between the hours of 9:00am and 5:00pm on a Business Day.

#### **4.3 Binding agreement**

If the Grantee exercises the Option, a binding agreement is then immediately created for the sale and transfer by the Grantor to the Grantee of the number of the Shares specified in the notice of exercise on the terms of this deed.

---

### **5 Completion of transfer of Shares**

#### **5.1 Completion**

Completion of the sale and purchase of the Shares will take place at 2:00pm on the Completion Date at the registered office of the Grantee or such other time and place as the Grantor and the Grantee agree in writing.

#### **5.2 Grantor's obligations on Completion**

At Completion, the Grantor agrees to deliver to the Grantee or its solicitors duly executed instruments of transfer in favour of the Grantee of the number of the Shares specified in the notice of exercise and such other documents as

the Grantee or its solicitors reasonably require to enable the Grantee to become the registered owner of the specified number of the Shares.

### **5.3 Grantee's obligations on Completion**

At Completion, the Grantee agrees to pay the balance of the Purchase Price (being the Purchase Price less the Option Fee) in accordance with clause 6.

---

## **6 Payment of the Purchase Price**

The Purchase Price is to be paid at Completion, by way of bank cheque drawn in favour of the Grantor or such other method which the Grantee agrees with the Grantor in writing at least 2 Business Days prior to the Completion Date.

---

## **7 Limitation on exercise in the event of a Superior Proposal**

The Grantee agrees that if a Superior Proposal in relation to acquisition of Shares in the Company is made by someone other than the Grantee and is recommended by the Board of the Company then the maximum number of the Shares in respect of which the Grantee may exercise the Option shall be determined in accordance with the following formula:

$$MN = \frac{GC}{(SP - \$8.00)} \times 0.1113$$

Where :

MN is the maximum number of the Shares in respect of which the Option may be exercised rounded up in the case of a fraction to the nearest whole number;

GC is the amount of the transaction costs (including the costs of preparation of this deed) incurred by the Grantee in connection with its proposal to undertake a merger with the Company which costs will be capped at \$450,000; and.

SP is the price at which shares in the Company will be acquired under the terms of the Superior Proposal.

---

## **8 Costs and Stamp Duty**

### **8.1 Costs**

Except as provided in clause 7 each party agrees to pay its own Costs in relation to the preparation and execution of this deed.

## **8.2 Stamp duty**

The Grantee agrees to pay all stamp duty on this deed and any stamp duty payable on exercise of the Option.

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## **9 Goods and services tax (GST)**

### **9.1 Exclusive price**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this deed are exclusive of GST.

### **9.2 Additional amounts**

If GST is imposed on any supply made by a party ("Supplier") under or in connection with this deed, then to the extent that any consideration payable or to be provided by the other party ("Recipient") to the Supplier under any other clause in this deed for the supply is exclusive of GST, the Recipient must pay to the Supplier, in addition to that GST-exclusive consideration (and at the same time that GST-exclusive consideration is payable), an additional amount for the supply calculated by multiplying the prevailing GST rate by the value of the GST-exclusive consideration for the relevant supply, without any deduction or set-off.

### **9.3 Adjustments**

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

### **9.4 Reimbursement**

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

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## **10 Representations, warranties and acknowledgements**

### **10.1 Warranties and representations of the parties**

Each party represents and warrants to each other party that:

- (a) it has all the power to enter into and perform its obligations under this deed and has obtained all necessary consents and corporate authorisations to enable it to do so; and
- (b) this deed does not contravene its constituent documents or any law or obligation by which it is bound.

### **10.2 Grantor's warranties**

The Grantor warrants that as at each of the date of this Option Deed and the Completion Date:

- (a) the Grantor is the legal and beneficial owner of the Shares; and
- (b) the Shares are free and clear of any Encumbrance.

### **10.3 Grantor's covenant**

The Grantor covenants that it will not Encumber or otherwise deal with the Shares during the Option Period, other than as permitted by this Option Deed.

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## **11 Waiver and variation**

A provision of or right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.

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## **12 Assignment**

The Grantee may not assign its interest in the Shares or this deed without the prior written approval of the Grantor.

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## **13 Further assurances**

Each party agrees, at its own expense, on the request of any other party, to do everything reasonably necessary to give effect to this deed and the transactions contemplated by it (including the execution of documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.

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## **14 Certificate as to Transaction Costs**

For the purposes of clause 7 of this deed a certificate as to the amount of transaction costs incurred by the Grantee in connection with its proposal to undertake a merger with the Company signed by a director of the Grantee shall be conclusive evidence of the facts stated therein.

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## **15 Counterparts**

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

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## **16 Governing law and jurisdiction**

This deed is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

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## 17 Interpretation

### 17.1 Definitions

The following words have these meanings in this deed unless the contrary intention appears.

**Business Days** means a day on which trading banks are open for general business in Brisbane, not being a Saturday or a Sunday.

**Company** means Mackay Permanent Building Society Limited ACN 087 652 033.

**Completion** means completion of the sale and purchase of the Shares in accordance with clause 5.1.

**Completion Date** means the date which is 7 days after the date of the notice of exercise of option issued pursuant to clause 4.1.

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

**Costs** includes charges and expenses, including those incurred in connection with advisers.

**Encumbrance** means any mortgage, pledge, lien, charge, assignment, option, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

**GST** has the meaning it has in the GST Act.

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

**Input Tax Credit** has the meaning it has in the GST Act.

**Merger Arrangement** has the meaning given to the term in clause 2.1(b).

**Option** means the option to purchase some or all of the Shares granted by this deed.

**Option Commencement Date** means the date of this deed or such other date as agreed between the parties.

**Option Deed** means this deed.

**Option Expiry Date** means the date which is 180 days after the Option Commencement Date.

**Option Fee** means the sum of \$1.00.

**Option Period** means the period during which the Option may be exercised, commencing on the Option Commencement Date and ending at 4:00pm on the Option Expiry Date.

**Purchase Price** means the number of the Shares specified in the notice given under clause 4.1 multiplied by \$8.00 per Sale Share.

**Recipient** has the meaning given to the term in clause 8.2.

**Sale Shares** means the number of the Shares specified in the notice given under clause 4.1 in respect of which the Option is exercised.

**Shares** means 90,000 shares in the Company.

**Superior Proposal** means a publicly announced competing transaction which is reasonably capable of being completed taking into account all aspects of the competing transaction and is more favourable to Company shareholders than any proposal to merge or takeover bid announced by the Grantee.

**Supplier** has the meaning given to the term in clause 8.2.

**Takeover Bid** has the meaning given to the term in the Corporations Act.

**Takeover Offer** has the meaning given to the term in clause 2.1(b).

**TU Date** means:

- (a) if the Grantee makes a Takeover Offer, the date on which the Grantee gives notice pursuant to section 630 of the Corporations Act that the Takeover Offer is unconditional (if any); or
- (b) if the Grantee and the Company enter into a Merger Arrangement, the date on which the court makes an order pursuant to section 411(6) approving the Merger Arrangement (if any).

## 17.2 Reference to certain general terms

In this deed, unless the contrary intention appears:

- (a) **(variation or replacement)** a reference to this deed or another instrument included any variation or replacement of either of them; and
- (b) **(reference to statutes)** a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(person)** the word person includes a firm, a body corporate, an unincorporated association or an authority; and
- (e) **(executors, administrators, successors)** a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and

- (f) **(calculation of time)** 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 to that day; and
- (g) **(reference to a day)** a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (h) **(payment of money)** where a day specified by this deed for the payment of money falls on a Saturday, Sunday or a day appointed as a public holiday for the whole day, the day so specified will be taken to be the day preceding the day so specified which is not in turn a Saturday, Sunday or day so appointed as a holiday for the whole day.

### **17.3 Headings**

Headings are inserted for convenience and do not affect the interpretation of this deed.

**EXECUTED** as a deed

# Option to Purchase Shares - Mackay Permanent Building Society Limited Schedule 1 - Notice of Exercise of Option

TO: [Insert name and address]

Wide Bay Australia Ltd (ACN 087 652 060) exercises the option granted in the Option Deed, between Roju Pty Ltd and Wide Bay Australia Ltd (ACN 087 652 060), dated [insert date of Option Deed], to purchase [Insert Number] shares in the capital of Mackay Permanent Building Society Limited (ACN 087 652 033).

Dated:

EXECUTED by WIDE BAY )  
AUSTRALIA LTD in accordance )  
with section 127(1) of the )  
Corporations Act 2001 (Cw/ith) by )  
authority of its directors: )

..... )  
Signature of director )

..... )  
Name of director (block letters) )

..... )  
Signature of director/company )  
secretary\* )

\*delete whichever is not applicable

..... )  
Name of director/company secretary\* )  
(block letters) )

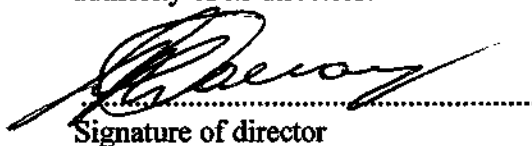
\*delete whichever is not applicable

# Option to Purchase Shares - Mackay Permanent Building Society Limited

Signing page

DATED: 24/07/2007 2007

EXECUTED by ROJU PTY LTD )  
in accordance with section 127(1) of )  
the Corporations Act 2001 (Cwlth) by )  
authority of its directors: )



Signature of director )  
STEWART ROSS WALLACE )  
Name of director (block letters) )



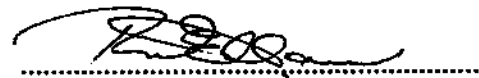
Signature of director/company )  
secretary\* )  
\*delete whichever is not applicable )

JUDITH ADRIENNE WALLACE )  
Name of director/company secretary\* )  
(block letters) )  
\*delete whichever is not applicable )

SIGNED, SEALED AND )  
DELIVERED by R.E. HANCOCK )  
as attorney for WIDE BAY )  
AUSTRALIA LTD under power of )  
attorney dated 11/03/1996. )  
in the presence of: )



Signature of witness )  
F.M. McLEOD )  
Name of witness (block letters) )



By executing this deed the attorney )  
states that the attorney has received )  
no notice of revocation of the power )  
of attorney )