

**Form 604**  
Corporations Act 2001  
Section 671B

**Notice of change of interests of substantial holder**

To Company Name/Scheme MACA Limited (MACA)

ACN/ARSN ACN 144 745 782

**1. Details of substantial holder (1)**

Name Thiess Group Investments Pty Ltd (TGI) and its related bodies corporate, including: each other member of the Thiess Group (see list at **Annexure A**); CIMIC Group Investments No.3 Pty Ltd ACN 653 589 649 (**CIMIC**) and each other member of the CIMIC Group (see list at **Annexure B**); and Quarry Services Holding Ltd (Company Number 12870285) (**Elliott**) and each other member of the Elliott Group (see list at **Annexure C**).

ACN/ARSN (if applicable) ACN 659 649 055

There was a change in the interests of the substantial holder on

29/08/2022

The previous notice was given to the company on

24/08/2022

The previous notice was dated

24/08/2022

**2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares in MACA (Shares)	19,903,123	5.82%	54,332,463	15.90%

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
29/08/2022	TGI, the Thiess Group, CIMIC and the CIMIC Group, Elliott and the Elliott Group (listed in Annexures A, B and C)	Increase in relevant interest in Shares pursuant to contracts arising as a result of acceptances of the off-market takeover offer made by TGI to MACA shareholders dated 9 August 2022 as set out in TGI's Bidder's Statement dated 8 August 2022 ( <b>Offer</b> ).	AUD\$1.025 per Share, subject to the terms of the Offer	2,198,518 fully paid ordinary shares	2,198,518
29/08/2022	TGI, the Thiess Group, CIMIC and the CIMIC Group, Elliott and the Elliott Group (listed in Annexures A, B and C)	Increase in relevant interest in Shares pursuant to section 608(1) and 608(8) of the Corporations Act as a result of entering into a bid acceptance deed with various founding shareholders (as identified in the attached) relating to certain ordinary shares in MACA, copies of which are annexed as Annexure D.	As provided for by the terms of the bid acceptance deeds, a copy of which is annexed as Annexure D.	32,230,822 fully paid ordinary shares	32,230,822

**4. Present relevant interests**

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
TGI	Geoff Baker, Robert Ryan, Frank Maher & James Moore	Geoff Baker, Robert Ryan, Frank Maher & James Moore	Relevant interest under ss 608(1) and 608(8) of the Corporations Act as a result of entering into a bid acceptance deed with various founding shareholders (as identified in the attached) relating to certain ordinary shares in MACA, copies of which are annexed as Annexure D.	32,230,822 fully paid ordinary shares	32,230,822
TGI	MACA shareholders who have accepted the Offer	TGI, pursuant to the Offer	Relevant interest under ss 608(1)(c) and 608(8) of the Corporations Act pursuant to acceptances of the Offer. The Shares that are the subject of these acceptances have not yet been transferred into the name of TGI.	22,101,641 fully paid ordinary shares	22,101,641
Thiess Group	MACA shareholders who have accepted the Offer	TGI, pursuant to the Offer	Each member of the Thiess Group is an associate of and/or controls TGI. Accordingly, each member has a deemed relevant interest in the same Shares as TGI pursuant to ss 608(3)(a) or 608(3)(b).	22,101,641 fully paid ordinary shares	22,101,641
CIMIC and CIMIC Group	MACA shareholders who have accepted the Offer	TGI, pursuant to the Offer	CIMIC is a 50% shareholder in Thiess Group Holdings Pty Limited which in turn controls TGI. The other members of the CIMIC Group are an associate or otherwise control CIMIC. Accordingly, CIMIC and each member of the CIMC Group has a deemed relevant interest in the same Shares as TGI pursuant to ss 608(3)(a) or 608(3)(b).	22,101,641 fully paid ordinary shares	22,101,641
Elliott and Elliott Group	MACA shareholders who have accepted the Offer	TGI, pursuant to the Offer	Elliott is a 50% shareholder in Thiess Group Holdings Pty Limited which in turn controls TGI. The other members of the Elliott Group are an associate or otherwise control Elliott. Accordingly, Elliott and each member of the Elliott Group has a deemed relevant interest in the same Shares as TGI under ss 608(3)(a) or 608(3)(b).	22,101,641 fully paid ordinary shares	22,101,641

#### 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Not Applicable	Not Applicable

#### 6. Addresses

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

Name	Address
Thiess Group	179 Grey Street, South Brisbane QLD 4101
CIMIC Group	Level 25, 117 Pacific Highway, North Sydney NSW 2060
Elliott Group	360 S. Rosemary Ave, 18th floor, West Palm Beach, FL 33401, USA

## Signature

print name Michael Wright

capacity Director

sign here



Date

29/08/2022

### 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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
  - (6) Include details of:
    - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) 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 on 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.
  - (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

# ANNEXURE A

## Thiess Group

This is Annexure A of 2 pages referred to in ASIC Form 604 – Notice of change in initial substantial holder, signed by Michael Wright and dated 29/08/2022.



Name	ACN / ARBN	Place of Incorporation
AUSINDO HOLDINGS PTE LTD	N/A	Singapore
FLEETCO CANADA RENTALS LTD	N/A	Canada
FLEETCO CHILE SPA	N/A	Chile
FLEETCO HOLDINGS PTY LIMITED	165 304 361	VIC
FLEETCO MANAGEMENT PTY LIMITED	165 304 496	VIC
FLEETCO RENTALS 2017 PTY LIMITED	606 618 919	VIC
FLEETCO RENTALS CT PTY. LIMITED	606 618 875	VIC
FLEETCO RENTALS DLL PTY LTD	655 620 152	QLD
FLEETCO RENTALS ENZO PTY LTD	633 962 615	QLD
FLEETCO RENTALS KA PTY LTD	652 789 029	QLD
FLEETCO RENTALS LA PTY LTD	652 789 387	QLD
FLEETCO RENTALS LUS INC	165 304 432	United States
FLEETCO RENTALS MA PTY LTD	655 620 367	QLD
FLEETCO RENTALS MAGNI PTY LTD	637 848 983	QLD
FLEETCO RENTALS OMEGA PTY LIMITED	165 391 711	VIC
FLEETCO RENTALS PTY LIMITED	165 304 432	VIC
HUNTER VALLEY EARTHMOVING CO PTY LTD	000 366 450	NSW
HWE MINING PTY LIMITED	117 135 672	VIC
HWE MINING PTY LTD NZ BRANCH	N/A	New Zealand
MAJWE MINING JOINT VENTURE (PROPRIETARY) LIMITED	N/A	Botswana
OIL SANDS EMPLOYMENT LTD	N/A	Canada
PT THIESS CONTRACTORS INDONESIA	N/A	Indonesia
RTL MINING AND EARTHWORKS PTY LTD	152 855 135	VIC
THIESS (MAURITIUS) PTY LTD	N/A	Mauritius
THIESS AFRICA INVESTMENTS (PTY) LTD	N/A	South Africa
THIESS BOTSWANA (PROPRIETARY) LIMITED	N/A	Botswana
THIESS CHILE SPA	N/A	Chile
THIESS CONTRACTORS (MALAYSIA) SDN. BHD.	N/A	Malaysia
THIESS CONTRACTORS CANADA LTD	N/A	Canada
THIESS GROUP FINANCE PTY LTD	646 055 629	NSW

THIESS GROUP FINANCE USA PTY LTD	647 898 306	QLD
THIESS GROUP INVESTMENTS PTY LTD	659 649 055	QLD
THIESS INDIA PVT LTD	N/A	India
THIESS KHISHIG ARVIN JV LLC	N/A	Mongolia
THIESS MIDCO HOLDINGS PTY LTD	645 168 672	NSW
THIESS MINECS INDIA PVT LTD	N/A	India
THIESS MINING CANADA LTD	N/A	Canada
THIESS MINING MAINTENANCE PTY LTD	009 673 018	QLD
THIESS MINING USA INC.	N/A	USA
THIESS MONGOLIA HOLDINGS PTE LTD	N/A	Singapore
THIESS MONGOLIA HOLDINGS PTY LTD	N/A	NSW
THIESS MONGOLIA LLC	N/A	Mongolia
THIESS MOZAMBIQUE, LIMITADA	N/A	Mozambique
THIESS NZ LIMITED	N/A	New Zealand
THIESS PTY LTD	010 221 486	QLD
THIESS SOUTH AFRICA (PTY) LTD	N/A	South Africa
WOOD BUFFALO EMPLOYMENT LTD	N/A	Canada

## ANNEXURE B

### CIMIC Group

This is Annexure B of 5 pages referred to in ASIC Form 604 – Notice of change in initial substantial holder, signed by Michael Wright and dated 29/08/2022.



Name	Interest held	Place of Incorporation	ACN/Company Number
ACTIVIDADES DE CONSTRUCCIÓN Y SERVICIOS, SA AND ITS SUBSIDIARIES	-	Spain	-
HOCHTIEF AG AND ITS SUBSIDIARIES	-	Germany	-
CIMIC GROUP LIMITED	-	VIC	004 482 982
512 WICKHAM STREET PTY LTD	100%	NSW	125 451 381
512 WICKHAM STREET TRUST	100%	NSW	-
A.C.N. 126 130 738 PTY LTD	100%	VIC	126 130 738
A.C.N. 151 868 601 PTY. LTD.	100%	VIC	151 868 601
ALLOY FAB PTY LTD	100%	WA	100 718 018
ARUS TENANG SDN BHD	100%	Malaysia	254821-V
BCJHG NOMINEES PTY LTD	100%	VIC	123 866 973
BCJHG TRUST	100%	VIC	-
BROAD CONSTRUCTION PTY LTD	100%	QLD	089 532 061
BROAD CONSTRUCTION SERVICES (NSW/VIC) PTY LTD	100%	WA	097 831 411
BROAD CONSTRUCTION SERVICES (WA) PTY LTD	100%	WA	106 101 893
BROAD GROUP HOLDINGS PTY LTD	100%	WA	052 046 518
CAPSTONE INFRASTRUCTURE FINANCE PTY LTD	100%	QLD	649413169
CIMIC ADMIN SERVICES PTY LIMITED	100%	NSW	086 383 977
CIMIC FINANCE (USA) PTY LTD	100%	NSW	132 500 684
CIMIC FINANCE LIMITED	100%	NSW	002 323 373
CIMIC GROUP INVESTMENTS NO. 2 PTY LIMITED	100%	VIC	610264189
CIMIC GROUP INVESTMENTS PTY LIMITED	100%	VIC	126 876 953
CIMIC RESIDENTIAL INVESTMENTS PTY LTD	100%	VIC	124 839 069
CM2A FINANCE PTY LIMITED	100%	VIC	639 342 288
CMENA PTY LIMITED	100%	VIC	625 491 410
CPB CONTRACTORS (PNG) LIMITED	100%	Papua New Guinea	1-71412
CPB CONTRACTORS PTY LIMITED	100%	NSW	000 893 667
CPB CONTRACTORS UGL ENGINEERING JOINT VENTURE	100%	VIC	-
CURARA PTY LTD	100%	WA	632 149 654
D.M.B. PTY. LTD.	99%	QLD	009 788 578
DAIS VIC PTY LTD	100%	VIC	632 136 371
DEVINE CONSTRUCTIONS PTY LTD	99%	QLD	114 040 845
DEVINE FUNDS PTY LTD	99%	VIC	118 859 706
DEVINE FUNDS UNIT TRUST	99%	QLD	-
DEVINE HOMES PTY LTD	99%	QLD	010 798 384
DEVINE LAND PTY LTD	99%	QLD	149 816 197
DEVINE MANAGEMENT SERVICES PTY LTD	99%	QLD	145 896 411

Name	Interest held	Place of Incorporation	ACN/Company Number
DEVINE PROJECTS (VIC) PTY LTD	99%	QLD	601 613 450
DEVINE PTY LTD	99%	QLD	010 769 365
DEVINE QUEENSLAND NO.10 PTY LTD	99%	QLD	147 067 669
DEVINE SA LAND PTY LTD	99%	QLD	601 942 965
DEVINE SPRINGWOOD NO 1 PTY LTD	99%	NSW	099 152 806
DEVINE SPRINGWOOD NO. 2 PTY LTD	99%	QLD	138 618 710
DOUBLEONE 3 PTY LTD	99%	QLD	155 465 802
EIC ACTIVITIES PTY LIMITED (NZ)	100%	New Zealand	6461592
EIC ACTIVITIES PTY LTD	100%	VIC	601 639 810
GIDDENS INVESTMENT LIMITED	100%	Hong Kong	243212
GLENROWAN SOLAR FARM PTY LTD	100%	VIC	655 353 058
GLENROWAN SOLAR FARM TRUST	100%	-	-
GLENROWAN SOLAR HOLDINGS PTY LTD	100%	VIC	655 725 036
HAMILTON HARBOUR DEVELOPMENTS PTY LTD	99%	QLD	118 838 547
HAMILTON HARBOUR UNIT TRUST (DEVINE HAMILTON UNIT TRUST)	99%	VIC	-
ICC INFRASTRUCTURE PTY LTD	100%	WA	131 531 050
ICC MINING PTY LTD	100%	WA	128 996 949
IDD TECHNOLOGY PTY LTD	100%	NSW	655 977 656
INDUSTRIAL COMPOSITES ENGINEERING PTY LTD	100%	WA	115 928 722
INNOVATIVE ASSET SOLUTIONS GROUP PTY LTD	100%	WA	115 928 713
INNOVATIVE ASSET SOLUTIONS PTY LTD & UGL OPERATIONS AND MAINTENANCE (SERVICES) PTY LTD	100%	WA	-
JARRAH WOOD PTY LTD	100%	WA	066 154 603
JET-CUT PTY LTD	100%	WA	068 826 344
JH SERVICESCO PTY LTD	100%	VIC	099 412 656
JHAS PTY LTD	100%	VIC	123 721 317
JHI INVESTMENT PTY LTD	100%	VIC	099 412 610
KINGS SQUARE DEVELOPMENTS PTY LTD	100%	QLD	161 392 383
KINGS SQUARE DEVELOPMENTS UNIT TRUST	100%	QLD	-
LEGACY JHI PTY LTD	100%	VIC	123 866 982
LEIGHTON (PNG) LIMITED	100%	Papua New Guinea	1-74612
LEIGHTON ASIA (HONG KONG) HOLDINGS (NO. 2) LIMITED	100%	Hong Kong	473062
LEIGHTON ASIA LIMITED	100%	Hong Kong	27999
LEIGHTON ASIA SOUTHERN PTE. LTD.	100%	Singapore	199401571G
LEIGHTON COMPANIES MANAGEMENT GROUP LLC	49%	United Arab Emirates	675507
LEIGHTON CONTRACTORS (ASIA) LIMITED	100%	Hong Kong	28847
LEIGHTON CONTRACTORS (INDO-CHINA) LIMITED	100%	Hong Kong	413260
LEIGHTON CONTRACTORS (LAOS) SOLE CO., LIMITED	100%	Lao People's Democratic Republic	01-00000573 451 5 (F,G/3)
LEIGHTON CONTRACTORS (MALAYSIA) SDN. BHD.	100%	Malaysia	198201007181
LEIGHTON CONTRACTORS (PHILIPPINES), INC.	100%	Philippines	A1996-01957
LEIGHTON CONTRACTORS INC.	100%	United States	2786361
LEIGHTON CONTRACTORS INFRASTRUCTURE NOMINEES PTY LTD	100%	VIC	124 180 632
LEIGHTON CONTRACTORS INFRASTRUCTURE PTY LTD	100%	VIC	124 180 623
LEIGHTON CONTRACTORS INFRASTRUCTURE TRUST	100%	-	-
LEIGHTON CONTRACTORS LANKA (PRIVATE) LIMITED	100%	Sri Lanka	PV 8062
LEIGHTON CONTRACTORS PTY LIMITED	100%	NSW	097 568 799
LEIGHTON ENGINEERING & CONSTRUCTION (SINGAPORE) PTE LTD	100%	Singapore	201012217M
LEIGHTON ENGINEERING SDN BHD	100%	Malaysia	201101034224
LEIGHTON EQUITY INCENTIVE PLAN TRUST	100%	NSW	-

Name	Interest held	Place of Incorporation	ACN/Company Number
LEIGHTON FOUNDATION ENGINEERING (ASIA) LIMITED	100%	Hong Kong	39819
LEIGHTON GROUP PROPERTY SERVICES PTY LTD	100%	VIC	165 899 669
LEIGHTON HARBOUR TRUST	100%	QLD	-
LEIGHTON HOLDINGS INFRASTRUCTURE NOMINEES PTY LTD	100%	VIC	123 608 462
LEIGHTON HOLDINGS INFRASTRUCTURE PTY LTD	100%	VIC	123 608 408
LEIGHTON HOLDINGS INFRASTRUCTURE TRUST	100%	-	-
LEIGHTON INDIA CONTRACTORS PRIVATE LIMITED	100%	India	U99999MH1998FTC11718 7
LEIGHTON INDIA HOLDINGS PTE LTD	100%	Singapore	202225381K
LEIGHTON INFRASTRUCTURE INVESTMENTS PTY LIMITED	100%	NSW	079 054 505
LEIGHTON INTERNATIONAL LIMITED	100%	Cayman Islands	CR 71484
LEIGHTON INTERNATIONAL MAURITIUS HOLDINGS LIMITED NO. 4	100%	Mauritius	096962
LEIGHTON INVESTMENTS MAURITIUS LIMITED NO. 4	100%	Mauritius	095730
LEIGHTON JOINT VENTURE	100%	Hong Kong	-
LEIGHTON MIDDLE EAST AND AFRICA (HOLDING) LIMITED	100%	Cayman Islands	HL-265633
LEIGHTON OFFSHORE ECLIPSE PTE. LTD.	100%	Singapore	201313664H
LEIGHTON OFFSHORE FAULKNER PTE. LTD.	100%	Singapore	201313680K
LEIGHTON OFFSHORE MYNX PTE. LTD.	100%	Singapore	201313674C
LEIGHTON OFFSHORE PTE. LTD.	100%	Singapore	198003971W
LEIGHTON OFFSHORE SDN BHD	100%	Malaysia	200601017178
LEIGHTON OFFSHORE STEALTH PTE. LTD.	100%	Singapore	201313676D
LEIGHTON PORTFOLIO SERVICES PTY LIMITED	100%	ACT	089 253 065
LEIGHTON PROJECTS CONSULTING (SHANGHAI) LIMITED	100%	China	91310000759012656D
LEIGHTON PROPERTIES (BRISBANE) PTY LIMITED	100%	QLD	009 871 603
LEIGHTON PROPERTIES (VIC) PTY LTD	100%	VIC	086 206 813
LEIGHTON PROPERTIES (WA) PTY LIMITED	100%	NSW	132 787 476
LEIGHTON PROPERTIES PTY LIMITED	100%	QLD	009 765 379
LEIGHTON SERVICES UAE CO LLC	49%	United Arab Emirates	CL 619299
LEIGHTON SUPERANNUATION PTY LTD	100%	NSW	001 002 035
LEIGHTON U.S.A. INC.	100%	United States	4247134
LH HOLDINGS CO PTY LTD	100%	VIC	144 511 535
LH HOLDINGS NO. 3 PTE LTD	100%	Singapore	202225387R
LH HOLDINGS NO.2 PTY LTD	100%	VIC	659 748 133
LMENA PTY LIMITED	100%	VIC	126 493 945
LNWR PTY LIMITED	100%	VIC	601 387 820
LNWR TRUST	100%	NSW	-
LOGISTIC ENGINEERING SERVICES PTY LTD	100%	VIC	090 602 958
NEWEST METRO PTY LTD	100%	NSW	632 314 320
NEXUS POINT SOLUTIONS PTY LTD	100%	NSW	094 296 429
OPAL INSURANCE (SINGAPORE) PTE LTD	100%	Singapore	200407243Z
OPTIMA ACTIVITIES PTY LTD	100%	NSW	621 697 425
PACIFIC PARTNERSHIPS ENERGY PTY LTD	100%	VIC	654 813 680
PACIFIC PARTNERSHIPS HOLDINGS PTY LTD	100%	VIC	601 209 072
PACIFIC PARTNERSHIPS INVESTMENTS 2 PTY LTD	100%	VIC	652 191 074
PACIFIC PARTNERSHIPS INVESTMENTS 2 TRUST	100%	-	-

Name	Interest held	Place of Incorporation	ACN/Company Number
PACIFIC PARTNERSHIPS INVESTMENTS PTY LTD	100%	VIC	601 387 839
PACIFIC PARTNERSHIPS INVESTMENTS TRUST	100%	-	-
PACIFIC PARTNERSHIPS PTY LTD	100%	VIC	601 328 741
PACIFIC PARTNERSHIPS SERVICES NZ LIMITED	100%	New Zealand	5349561
PEKKO ENGINEERS LIMITED	100%	Hong Kong	68007
PIONEER HOMES AUSTRALIA PTY LTD	99%	QLD	010 869 477
PT LEIGHTON CONTRACTORS INDONESIA	95%	Indonesia	8120006960766
REGIONAL TRADING LIMITED	100%	Hong Kong	506150
RIVERSTONE RISE GLADESTONE UNIT TRUST	99%	QLD	-
RIVERSTONE RISE GLADSTONE PTY LTD	99%	QLD	155 466 229
SEDGMAN ASIA LTD	100%	Hong Kong	1182477
SEDGMAN BOTSWANA (PTY) LTD	100%	Botswana	CO2010/4386
SEDGMAN CANADA LIMITED	100%	Canada	3082179
SEDGMAN CHILE SPA	100%	Chile	76.300.170-9 (tax ID)
SEDGMAN CONSULTING PTY LTD	100%	QLD	125 910 849
SEDGMAN CPB JOINT VENTURE (SCJV)	100%	QLD	
SEDGMAN EMPLOYMENT SERVICES PTY LTD	100%	QLD	105 352 261
SEDGMAN ENGINEERING TECHNOLOGY (BEIJING) COMPANY LIMITED	100%	China	91110105672355605Y
SEDGMAN INTERNATIONAL EMPLOYMENT SERVICES PTY LTD	100%	QLD	113 509 998
SEDGMAN MOZAMBIQUE LIMITADA	100%	Mozambique	100132028
SEDGMAN OPERATIONS EMPLOYMENT SERVICES PTY LTD	100%	QLD	070 333 050
SEDGMAN OPERATIONS PTY LTD	100%	QLD	010 861542
SEDGMAN PROJECTS EMPLOYMENT SERVICES PTY LTD	100%	QLD	643 893 592
SEDGMAN PTY LIMITED	100%	QLD	088 471 667
SEDGMAN SAS (COLOMBIA)	100%	Colombia	900399817-8
SEDGMAN SOUTH AFRICA (PROPRIETARY) LIMITED	100%	South Africa	2008/024020/07
SEDGMAN SOUTH AFRICA HOLDINGS (PROPRIETARY) LTD	100%	South Africa	2017/129244/07
SEDGMAN USA INC	100%	United States	6725368
SILVERTON GROUP PTY LTD	100%	WA	109 702 507
SUM KEE CONSTRUCTION LIMITED	100%	Hong Kong	502995
SUSTAINING WORKS PTY LIMITED	100%	QLD	603 108 818
TALCLIFF PTY LTD	99%	QLD	054 003 262
TAMBALA PTY LTD	100%	Mauritius	089892
TASCONNECT FINANCE PTY LIMITED	100%	VIC	632 563 341
TELECOMMUNICATION INFRASTRUCTURE PTY LTD	100%	VIC	095 983 207
THAI LEIGHTON LIMITED	100%	Thailand	0105531061012
THIESS INFRASTRUCTURE NOMINEES PTY LTD	100%	VIC	123 866 955
THIESS INFRASTRUCTURE PTY LTD	100%	VIC	123 866 964
THIESS INFRASTRUCTURE TRUST	100%	VIC	-
THINK CONSULTING GROUP PTY LTD	100%	VIC	126 129 226

Name	Interest held	Place of Incorporation	ACN/Company Number
TOWNSVILLE CITY PROJECT PTY LTD	99%	NSW	131 020 070
TOWNSVILLE CITY PROJECT TRUST	99%	QLD	-
UGL (ASIA) SDN BHD	100%	Malaysia	7592-A
UGL (NZ) LIMITED	100%	New Zealand	401728
UGL (SINGAPORE) PTE LTD	100%	Singapore	196900181G
UGL ENGINEERING PRIVATE LIMITED	100%	India	U74999MH2013PTC246084
UGL ENGINEERING PTY LTD	100%	NSW	096 365 972
UGL OPERATIONS AND MAINTENANCE (SERVICES) PTY LTD	100%	QLD	010 045 299
UGL OPERATIONS AND MAINTENANCE PTY LTD	100%	VIC	114 888 201
UGL PTY LIMITED	100%	WA	009 180 287
UGL RAIL (NORTH QUEENSLAND) PTY LTD	100%	QLD	010 491 273
UGL RAIL PTY LTD	100%	NSW	097 323 852
UGL RAIL SERVICES PTY LIMITED	100%	NSW	000 003 136
UGL Regional Linx Pty Ltd	100%	NSW	646 771011
UGL RESOURCES (CONTRACTING) PTY LTD	100%	VIC	121 122 969
UGL RESOURCES (MALAYSIA) SHD BHD	100%	Malaysia	200801037641 (Old 838986-W)
UGL Solutions Pty Limited	100%	WA	070 140 251
UGL UNIPART RAIL SERVICES PTY LIMITED	70%	VIC	154 895 940
UGL UTILITIES PTY LTD	100%	NSW	003 669 181
UNITED GROUP INFRASTRUCTURE (NZ) LIMITED	100%	New Zealand	379696
UNITED KG (NO.1) PTY LIMITED	100%	NSW	055 548 224
UNITED KG (NO.2) PTY LTD	100%	VIC	006 052 400
WAI MING M&E LIMITED	100%	Hong Kong	140228
WESTERN PORT HIGHWAY TRUST	100%	VIC	-
WESTGO FINANCE PTY LTD	100%	NSW	658 439 813

## ANNEXURE C

### Elliott Group

This is Annexure C of 1 page referred to in ASIC Form 604 – Notice of change in initial substantial holder, signed by Michael Wright and dated 29/08/2022.



For the purposes of this Form 604, the Elliott Group comprises:

- Elliott Associates, L.P., a Delaware limited partnership (**Elliott Associates**) and Elliott International, L.P. a Cayman Islands limited partnership (**Elliott International**).
- Elliott Investment Management L.P., a Delaware limited partnership (**EIM**).
- Elliott Investment Management GP LLC, a Delaware limited liability company (**EIM GP**).
- Paul E. Singer (**Singer**).
- Any other entity controlled by any one or more of Elliott, Elliott Associates, Elliott International, EIM, EIM GP and Singer.

## Annexure D

This is Annexure D of 22 pages referred to in ASIC Form 604 – Notice of change in initial substantial holder, signed by Michael Wright and dated 29 August 2022.

A handwritten signature in blue ink, appearing to be 'M. Wright', with a long horizontal line extending to the right.

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28 August 2022

Thiess Group Investments Pty Ltd  
Level 5, 179 Grey Street  
South Bank QLD 4101

## **BID ACCEPTANCE DEED**

Geoffrey Alan Baker (**we, us, our** or the **Vendor**) refer to our holding of ordinary shares in MACA Limited ACN 144 745 782 (**MACA**) we own or control, as set out in Schedule 1 to this letter (**Schedule**) (our **MACA Shares**).

This deed sets out the terms on which we, in consideration of \$10.00 (which you acknowledge we will transfer to you promptly after the date of this deed), agree with Thiess Group Investments Pty Ltd ACN 659 649 055 (**TGI**) to accept (or procure the acceptance of) TGI's offer to acquire our MACA Shares in connection with TGI's off-market takeover bid for MACA announced on the stock exchange managed by ASX Limited (**ASX**) on 26 July 2022 (**Bid**). The parties agree and acknowledge that TGI is increasing the offer price in consideration for the Vendor providing the promises as set out in this deed.

### **1 CONDITIONS FOR ACCEPTANCE**

TGI may only require us to accept its Bid:

- (a) if TGI releases a public announcement stating that it intends to increase the Offer Price for the fully paid ordinary shares in MACA to not less than \$1.075 cash per ordinary share in MACA; and
- (b) only if we have not already accepted the Bid in relation to all of our MACA Shares.

### **2 ACCEPTANCE**

Subject to TGI satisfying the requirements set out in paragraph 1(a) above, we agree to:

- (a) immediately deliver, or procure the delivery of, a duly completed acceptance form for all our MACA Shares in which we own or control to TGI (or as it directs) and in any event no later than by 5.00pm (Sydney time) on the business day of the date of such announcement; and
- (b) do anything else required (including directing any nominee or custodian in relation to our MACA Shares) to accept the Bid in accordance with all applicable laws and regulations, and the ASX Settlement Operating Rules,

in respect of all our MACA Shares we own or control.

### **3 OTHER CONDUCT**

For so long as paragraph 1 of this deed remains in force:

- (a) we will not dispose of, agree to, or offer to, dispose of or encumber (including through creation of a security interest, by the entry into a swap or other

synthetic, economic or derivative transaction) any of our MACA Shares (or any interest in them), except pursuant to an acceptance of the Bid;

- (b) we will not accept any other offer (whether by way of a takeover, scheme of arrangement or control transaction) by any person other than TGI;
- (c) we will not make, propose or announce a takeover bid for MACA or propose or announce any other merger or scheme of arrangement involving MACA, nor will we assist any other person to do so;
- (d) we will not acquire any securities in MACA (or any relevant interest in any such securities);
- (e) we will not, without the prior written consent of TGI, requisition or join in the requisition of any general or class meeting of MACA;
- (f) we will not take any action or make any statement which is or may be prejudicial to the success of the Bid; and
- (g) we will exercise or procure the exercise of the voting rights attached to our MACA Shares as instructed by TGI on any resolution at a general or class meeting of TGI.

Once we accept the Bid (whether pursuant to paragraph 2 or otherwise) and so long as paragraph 1 of this deed remains in force, we agree not to withdraw our acceptance (and agree to procure that any person holding our MACA Shares on our behalf does not withdraw their acceptance), even if we may be permitted to do so by law or under the terms of the Bid.

#### **4 APPOINTMENT OF ATTORNEY**

In order to secure the performance of our obligations under this deed, we irrevocably appoint any director for the time being of TGI to be our attorney in our name and on our behalf to execute any acceptance forms and to do such other acts and things as may be necessary to accept (or procure the acceptance) of the Bid in respect of our MACA Shares. However, this appointment only takes effect if we fail to comply with our obligations to accept the Bid.

#### **5 CONFIDENTIALITY**

- (a) We consent to TGI and MACA including or referring to the terms and conditions of this deed in any public announcement. We acknowledge that any public announcement of our covenants will also be subject to the Australian Securities and Investments Commission's Regulatory Guide 25.
- (b) We agree to keep this deed confidential until TGI has given a substantial holding notice to ASX (which attaches a copy of this deed) in respect of the relevant interest which TGI acquires as a result of this deed or until TGI has otherwise announced the terms of this deed to ASX.

#### **6 WARRANTY**

We represent and warrant that:

- (a) we are the beneficial owner of our MACA Shares as set out in Schedule 1, free of encumbrances and security interests, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) we are not the registered or beneficial owner of any other securities in MACA other than the MACA Shares as set out in Schedule 1.

## **7 TERMINATION**

This agreement will terminate (and your obligations will be released) in the event that the Bid has not become unconditional within six months following the date of this deed.

## **8 GENERAL**

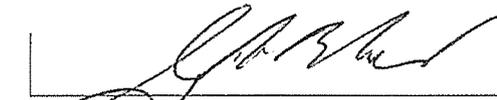
- (a) In this deed, the pronouns 'we', 'our' and 'us' refer to the entity named in the Schedule.
- (b) Any date, time or period referred to in this deed shall be of the essence except to the extent to which we and TGI agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- (c) This letter is intended to be a legally binding and enforceable agreement between the parties signing it. If any provision of this letter is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this letter.
- (d) We agree that damages would not be an adequate remedy for breach of the undertakings in this deed. Any term defined in the Corporations Act 2001 (Cth) has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed may be executed in any number of counterparts (including email or fax counterparts). All counterparts, taken together, constitute one instrument. A party may execute this letter by signing any counterpart.
- (g) This deed is governed by the laws of New South Wales Australia. This document is executed as a deed.

Please indicate your acceptance of these terms by executing the enclosed copy of this deed where indicated below and returning it to us.

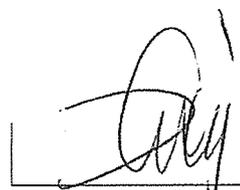
Signing page

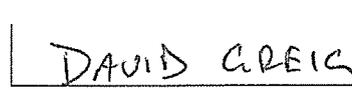
**EXECUTED AS A DEED**

Executed by **Geoffrey Alan Baker** in the presence of:

  
\_\_\_\_\_  
Signature of shareholder

  
\_\_\_\_\_  
Name of shareholder (print)

  
\_\_\_\_\_  
Signature of witness

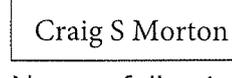
  
\_\_\_\_\_  
Name of witness (print)

Executed by **Thiess Group Investments Pty Ltd ACN 659 649 055** in accordance with Section 127 of the Corporations Act 2001 (Cth):

  
\_\_\_\_\_  
Signature of director

  
\_\_\_\_\_  
Name of director (print)

  
\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)

  
\_\_\_\_\_  
Name of director/company secretary  
(print)

## Schedule

### Shareholder details

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Entity name and details	Mr Geoffrey Alan Baker
Physical and email address	17 Newlands Grove, Gooseberry Hill, WA, 6076
Number of shares held in MACA	13,613,816
If not registered holder, name and address of registered holder of our MACA Shares	Gemblue Nominees Pty Ltd <GA Baker Investment A/C> Unit 1, 40 Victoria Street, Midland, WA, 6056  Gemblue Nominees Pty Ltd <The GA Baker Family A/C> PO BOX 1140 , Midland DC, WA, 6936

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28 August 2022

Thiess Group Investments Pty Ltd  
Level 5, 179 Grey Street  
South Bank QLD 4101

## BID ACCEPTANCE DEED

James Moore and Julia Moore (we, us, our or the Vendor) refer to our holding of ordinary shares in MACA Limited ACN 144 745 782 (MACA) we own or control, as set out in Schedule 1 to this letter (Schedule) (our MACA Shares).

This deed sets out the terms on which we, in consideration of \$10.00 (which you acknowledge we will transfer to you promptly after the date of this deed), agree with Thiess Group Investments Pty Ltd ACN 659 649 055 (TGI) to accept (or procure the acceptance of) TGI's offer to acquire our MACA Shares in connection with TGI's off-market takeover bid for MACA announced on the stock exchange managed by ASX Limited (ASX) on 26 July 2022 (Bid). The parties agree and acknowledge that TGI is increasing the offer price in consideration for the Vendor providing the promises as set out in this deed.

### 1 CONDITIONS FOR ACCEPTANCE

TGI may only require us to accept its Bid:

- (a) if TGI releases a public announcement stating that it intends to increase the Offer Price for the fully paid ordinary shares in MACA to not less than \$1.075 cash per ordinary share in MACA; and
- (b) only if we have not already accepted the Bid in relation to all of our MACA Shares.

### 2 ACCEPTANCE

Subject to TGI satisfying the requirements set out in paragraph 1(a) above, we agree to:

- (a) immediately deliver, or procure the delivery of, a duly completed acceptance form for all our MACA Shares in which we own or control to TGI (or as it directs) and in any event no later than by 5.00pm (Sydney time) on the business day of the date of such announcement; and
- (b) do anything else required (including directing any nominee or custodian in relation to our MACA Shares) to accept the Bid in accordance with all applicable laws and regulations, and the ASX Settlement Operating Rules,

in respect of all our MACA Shares we own or control.

### 3 OTHER CONDUCT

For so long as paragraph 1 of this deed remains in force:

- (a) we will not dispose of, agree to, or offer to, dispose of or encumber (including through creation of a security interest, by the entry into a swap or other

synthetic, economic or derivative transaction) any of our MACA Shares (or any interest in them), except pursuant to an acceptance of the Bid;

- (b) we will not accept any other offer (whether by way of a takeover, scheme of arrangement or control transaction) by any person other than TGI;
- (c) we will not make, propose or announce a takeover bid for MACA or propose or announce any other merger or scheme of arrangement involving MACA, nor will we assist any other person to do so;
- (d) we will not acquire any securities in MACA (or any relevant interest in any such securities);
- (e) we will not, without the prior written consent of TGI, requisition or join in the requisition of any general or class meeting of MACA;
- (f) we will not take any action or make any statement which is or may be prejudicial to the success of the Bid; and
- (g) we will exercise or procure the exercise of the voting rights attached to our MACA Shares as instructed by TGI on any resolution at a general or class meeting of TGI.

Once we accept the Bid (whether pursuant to paragraph 2 or otherwise) and so long as paragraph 1 of this deed remains in force, we agree not to withdraw our acceptance (and agree to procure that any person holding our MACA Shares on our behalf does not withdraw their acceptance), even if we may be permitted to do so by law or under the terms of the Bid.

#### **4 APPOINTMENT OF ATTORNEY**

In order to secure the performance of our obligations under this deed, we irrevocably appoint any director for the time being of TGI to be our attorney in our name and on our behalf to execute any acceptance forms and to do such other acts and things as may be necessary to accept (or procure the acceptance) of the Bid in respect of our MACA Shares. However, this appointment only takes effect if we fail to comply with our obligations to accept the Bid.

#### **5 CONFIDENTIALITY**

- (a) We consent to TGI and MACA including or referring to the terms and conditions of this deed in any public announcement. We acknowledge that any public announcement of our covenants will also be subject to the Australian Securities and Investments Commission's Regulatory Guide 25.
- (b) We agree to keep this deed confidential until TGI has given a substantial holding notice to ASX (which attaches a copy of this deed) in respect of the relevant interest which TGI acquires as a result of this deed or until TGI has otherwise announced the terms of this deed to ASX.

#### **6 WARRANTY**

We represent and warrant that:

- (a) we are the beneficial owner of our MACA Shares as set out in Schedule 1, free of encumbrances and security interests, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) we are not the registered or beneficial owner of any other securities in MACA other than the MACA Shares as set out in Schedule 1.

## **7 TERMINATION**

This agreement will terminate (and your obligations will be released) in the event that the Bid has not become unconditional within six months following the date of this deed.

## **8 GENERAL**

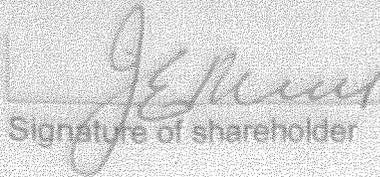
- (a) In this deed, the pronouns 'we', 'our' and 'us' refer to the entity named in the Schedule.
- (b) Any date, time or period referred to in this deed shall be of the essence except to the extent to which we and TGI agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- (c) This letter is intended to be a legally binding and enforceable agreement between the parties signing it. If any provision of this letter is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this letter.
- (d) We agree that damages would not be an adequate remedy for breach of the undertakings in this deed. Any term defined in the Corporations Act 2001 (Cth) has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed may be executed in any number of counterparts (including email or fax counterparts). All counterparts, taken together, constitute one instrument. A party may execute this letter by signing any counterpart.
- (g) This deed is governed by the laws of New South Wales Australia. This document is executed as a deed.

Please indicate your acceptance of these terms by executing the enclosed copy of this deed where indicated below and returning it to us.

Signing page

**EXECUTED AS A DEED**

Signed sealed and delivered by James Moore in the presence of:

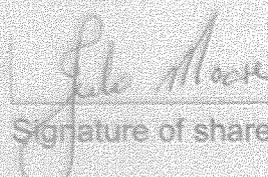
  
Signature of shareholder

JAMES EDWARD MOORE  
Name of shareholder (print)

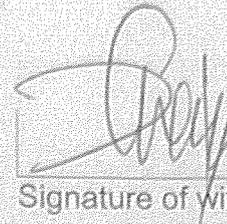
  
Signature of witness

DAVID GREIG  
Name of witness (print)

Signed sealed and delivered by Julia Moore in the presence of:

  
Signature of shareholder

JULIA CATHERINE MOORE  
Name of shareholder (print)

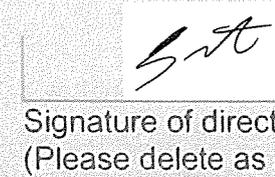
  
Signature of witness

DAVID GREIG  
Name of witness (print)

Executed by Thiess Group Investments Pty Ltd ACN 659 649 055 in accordance with Section 127 of the Corporations Act 2001 (Cth):

  
Signature of director

Michael J M Wright  
Name of director (print)

  
Signature of director/company secretary  
(Please delete as applicable)

Craig S Morton  
Name of director/company secretary  
(print)

## Schedule

### Shareholder details

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Entity name and details	Mr James Edward Moore and Mrs Julia Catherine Moore
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Physical and email address	124 Preston Point Rd, East Fremantle, WA, 6158
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Number of shares held in MACA	4,906,250
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If not registered holder, name and address of registered holder of our MACA Shares

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28 August 2022

Thiess Group Investments Pty Ltd  
Level 5, 179 Grey Street  
South Bank QLD 4101

## **BID ACCEPTANCE DEED**

Hensman Properties Pty Ltd (**we, us, our** or the **Vendor**) refer to our holding of ordinary shares in MACA Limited ACN 144 745 782 (**MACA**) we own or control, as set out in Schedule 1 to this letter (**Schedule**) (our **MACA Shares**).

This deed sets out the terms on which we, in consideration of \$10.00 (which you acknowledge we will transfer to you promptly after the date of this deed), agree with Thiess Group Investments Pty Ltd ACN 659 649 055 (**TGI**) to accept (or procure the acceptance of) TGI's offer to acquire our MACA Shares in connection with TGI's off-market takeover bid for MACA announced on the stock exchange managed by ASX Limited (**ASX**) on 26 July 2022 (**Bid**). The parties agree and acknowledge that TGI is increasing the offer price in consideration for the Vendor providing the promises as set out in this deed.

### **1 CONDITIONS FOR ACCEPTANCE**

TGI may only require us to accept its Bid:

- (a) if TGI releases a public announcement stating that it intends to increase the Offer Price for the fully paid ordinary shares in MACA to not less than \$1.075 cash per ordinary share in MACA; and
- (b) only if we have not already accepted the Bid in relation to all of our MACA Shares.

### **2 ACCEPTANCE**

Subject to TGI satisfying the requirements set out in paragraph 1(a) above, we agree to:

- (a) immediately deliver, or procure the delivery of, a duly completed acceptance form for all our MACA Shares in which we own or control to TGI (or as it directs) and in any event no later than by 5.00pm (Sydney time) on the business day of the date of such announcement; and
- (b) do anything else required (including directing any nominee or custodian in relation to our MACA Shares) to accept the Bid in accordance with all applicable laws and regulations, and the ASX Settlement Operating Rules,

in respect of all our MACA Shares we own or control.

### **3 OTHER CONDUCT**

For so long as paragraph 1 of this deed remains in force:

- (a) we will not dispose of, agree to, or offer to, dispose of or encumber (including through creation of a security interest, by the entry into a swap or other

synthetic, economic or derivative transaction) any of our MACA Shares (or any interest in them), except pursuant to an acceptance of the Bid;

- (b) we will not accept any other offer (whether by way of a takeover, scheme of arrangement or control transaction) by any person other than TGI;
- (c) we will not make, propose or announce a takeover bid for MACA or propose or announce any other merger or scheme of arrangement involving MACA, nor will we assist any other person to do so;
- (d) we will not acquire any securities in MACA (or any relevant interest in any such securities);
- (e) we will not, without the prior written consent of TGI, requisition or join in the requisition of any general or class meeting of MACA;
- (f) we will not take any action or make any statement which is or may be prejudicial to the success of the Bid; and
- (g) we will exercise or procure the exercise of the voting rights attached to our MACA Shares as instructed by TGI on any resolution at a general or class meeting of TGI.

Once we accept the Bid (whether pursuant to paragraph 2 or otherwise) and so long as paragraph 1 of this deed remains in force, we agree not to withdraw our acceptance (and agree to procure that any person holding our MACA Shares on our behalf does not withdraw their acceptance), even if we may be permitted to do so by law or under the terms of the Bid.

#### **4 APPOINTMENT OF ATTORNEY**

In order to secure the performance of our obligations under this deed, we irrevocably appoint any director for the time being of TGI to be our attorney in our name and on our behalf to execute any acceptance forms and to do such other acts and things as may be necessary to accept (or procure the acceptance) of the Bid in respect of our MACA Shares. However, this appointment only takes effect if we fail to comply with our obligations to accept the Bid.

#### **5 CONFIDENTIALITY**

- (a) We consent to TGI and MACA including or referring to the terms and conditions of this deed in any public announcement. We acknowledge that any public announcement of our covenants will also be subject to the Australian Securities and Investments Commission's Regulatory Guide 25.
- (b) We agree to keep this deed confidential until TGI has given a substantial holding notice to ASX (which attaches a copy of this deed) in respect of the relevant interest which TGI acquires as a result of this deed or until TGI has otherwise announced the terms of this deed to ASX.

#### **6 WARRANTY**

We represent and warrant that:

- (a) we are the beneficial owner of our MACA Shares as set out in Schedule 1, free of encumbrances and security interests, with full power and authority to enter into and complete this deed without the consent of any other person; and
- (b) we are not the registered or beneficial owner of any other securities in MACA other than the MACA Shares as set out in Schedule 1.

## **7 TERMINATION**

This agreement will terminate (and your obligations will be released) in the event that the Bid has not become unconditional within six months following the date of this deed.

## **8 GENERAL**

- (a) In this deed, the pronouns 'we', 'our' and 'us' refer to the entity named in the Schedule.
- (b) Any date, time or period referred to in this deed shall be of the essence except to the extent to which we and TGI agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- (c) This letter is intended to be a legally binding and enforceable agreement between the parties signing it. If any provision of this letter is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this letter.
- (d) We agree that damages would not be an adequate remedy for breach of the undertakings in this deed. Any term defined in the Corporations Act 2001 (Cth) has the same meaning in this deed.
- (e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (f) This deed may be executed in any number of counterparts (including email or fax counterparts). All counterparts, taken together, constitute one instrument. A party may execute this letter by signing any counterpart.
- (g) This deed is governed by the laws of New South Wales Australia. This document is executed as a deed.

Please indicate your acceptance of these terms by executing the enclosed copy of this deed where indicated below and returning it to us.

Signing page

**EXECUTED AS A DEED**

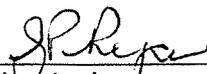
**Executed by Hensman Properties Pty Ltd ACN 093 547 105** in accordance with Section 127 of the Corporations Act 2001 (Cth):



Signature of director

ROBERT NEIL RYAN

Name of director (print)



Signature of director/company secretary  
(Please delete as applicable)

GILLIAN PATRICIA RYAN

Name of director/company secretary  
(print)

**Executed by Thiess Group Investments Pty Ltd ACN 659 649 055** in accordance with Section 127 of the Corporations Act 2001 (Cth):



Signature of director

Michael J M Wright

Name of director (print)



Signature of director/company secretary  
(Please delete as applicable)

Craig S Morton

Name of director/company secretary  
(print)

## Schedule

### Shareholder details

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<b>Entity name and details</b>	Mr Robert Neil Ryan
<b>Physical and email address</b>	Unit 103W, 1 Finishline View, Floreat, WA 6014
<b>Number of shares held in MACA</b>	73,256
<b>If not registered holder, name and address of registered holder of our MACA Shares</b>	Hensman Properties Pty Ltd <Hensman Properties SF A/C> Unit 103W, 1 Finishline View, Floreat, WA 6014

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28 August 2022

Thiess Group Investments Pty Ltd  
Level 5, 179 Grey Street  
South Bank QLD 4101

## **BID ACCEPTANCE DEED**

Francis Maher and Sharon Maher (**we, us, our** or the **Vendor**) refer to our holding of ordinary shares in MACA Limited ACN 144 745 782 (**MACA**) we own or control, as set out in Schedule 1 to this letter (**Schedule**) (our **MACA Shares**).

This deed sets out the terms on which we, in consideration of \$10.00 (which you acknowledge we will transfer to you promptly after the date of this deed), agree with Thiess Group Investments Pty Ltd ACN 659 649 055 (**TGI**) to accept (or procure the acceptance of) TGI's offer to acquire our MACA Shares in connection with TGI's off-market takeover bid for MACA announced on the stock exchange managed by ASX Limited (**ASX**) on 26 July 2022 (**Bid**). The parties agree and acknowledge that TGI is increasing the offer price in consideration for the Vendor providing the promises as set out in this deed.

### **1 CONDITIONS FOR ACCEPTANCE**

TGI may only require us to accept its Bid:

- (A) IF TGI RELEASES A PUBLIC ANNOUNCEMENT STATING THAT IT INTENDS TO INCREASE THE OFFER PRICE FOR THE FULLY PAID ORDINARY SHARES IN MACA TO NOT LESS THAN \$1.075 CASH PER ORDINARY SHARE IN MACA; AND
- (B) ONLY IF WE HAVE NOT ALREADY ACCEPTED THE BID IN RELATION TO ALL OF OUR MACA SHARES.

### **2 ACCEPTANCE**

Subject to TGI satisfying the requirements set out in paragraph 1(a) above, we agree to:

- (A) IMMEDIATELY DELIVER, OR PROCURE THE DELIVERY OF, A DULY COMPLETED

ACCEPTANCE FORM FOR ALL OUR MACA SHARES IN WHICH WE OWN OR CONTROL TO TGI (OR AS IT DIRECTS) AND IN ANY EVENT NO LATER THAN BY 5.00PM (SYDNEY TIME) ON THE BUSINESS DAY OF THE DATE OF SUCH ANNOUNCEMENT; AND

- (B) DO ANYTHING ELSE REQUIRED (INCLUDING DIRECTING ANY NOMINEE OR CUSTODIAN IN RELATION TO OUR MACA SHARES) TO ACCEPT THE BID IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AND THE ASX SETTLEMENT OPERATING RULES,

IN RESPECT OF ALL OUR MACA SHARES WE OWN OR CONTROL.

### 3 OTHER CONDUCT

For so long as paragraph 1 of this deed remains in force:

- (A) WE WILL NOT DISPOSE OF, AGREE TO, OR OFFER TO, DISPOSE OF OR ENCUMBER (INCLUDING THROUGH CREATION OF A SECURITY INTEREST, BY THE ENTRY INTO A SWAP OR OTHER SYNTHETIC, ECONOMIC OR DERIVATIVE TRANSACTION) ANY OF OUR MACA SHARES (OR ANY INTEREST IN THEM), EXCEPT PURSUANT TO AN ACCEPTANCE OF THE BID;
- (B) WE WILL NOT ACCEPT ANY OTHER OFFER (WHETHER BY WAY OF A TAKEOVER, SCHEME OF ARRANGEMENT OR CONTROL TRANSACTION) BY ANY PERSON OTHER THAN TGI;
- (C) WE WILL NOT MAKE, PROPOSE OR ANNOUNCE A TAKEOVER BID FOR MACA OR PROPOSE OR ANNOUNCE ANY OTHER MERGER OR SCHEME OF ARRANGEMENT INVOLVING MACA, NOR WILL WE ASSIST ANY OTHER PERSON TO DO SO;
- (D) WE WILL NOT ACQUIRE ANY SECURITIES IN MACA (OR ANY RELEVANT INTEREST IN ANY SUCH SECURITIES);
- (E) WE WILL NOT, WITHOUT THE PRIOR

WRITTEN CONSENT OF TGI, REQUISITION OR JOIN IN THE REQUISITION OF ANY GENERAL OR CLASS MEETING OF MACA;

- (F) WE WILL NOT TAKE ANY ACTION OR MAKE ANY STATEMENT WHICH IS OR MAY BE PREJUDICIAL TO THE SUCCESS OF THE BID; AND
- (G) WE WILL EXERCISE OR PROCURE THE EXERCISE OF THE VOTING RIGHTS ATTACHED TO OUR MACA SHARES AS INSTRUCTED BY TGI ON ANY RESOLUTION AT A GENERAL OR CLASS MEETING OF TGI.

Once we accept the Bid (whether pursuant to paragraph 2 or otherwise) and so long as paragraph 1 of this deed remains in force, we agree not to withdraw our acceptance (and agree to procure that any person holding our MACA Shares on our behalf does not withdraw their acceptance), even if we may be permitted to do so by law or under the terms of the Bid.

#### **4 APPOINTMENT OF ATTORNEY**

In order to secure the performance of our obligations under this deed, we irrevocably appoint any director for the time being of TGI to be our attorney in our name and on our behalf to execute any acceptance forms and to do such other acts and things as may be necessary to accept (or procure the acceptance) of the Bid in respect of our MACA Shares. However, this appointment only takes effect if we fail to comply with our obligations to accept the Bid.

#### **5 CONFIDENTIALITY**

- (A) WE CONSENT TO TGI AND MACA INCLUDING OR REFERRING TO THE TERMS AND CONDITIONS OF THIS DEED IN ANY PUBLIC ANNOUNCEMENT. WE ACKNOWLEDGE THAT ANY PUBLIC ANNOUNCEMENT OF OUR COVENANTS WILL ALSO BE SUBJECT TO THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION'S REGULATORY GUIDE 25.
- (B) WE AGREE TO KEEP THIS DEED CONFIDENTIAL UNTIL TGI HAS GIVEN A

SUBSTANTIAL HOLDING NOTICE TO ASX  
(WHICH ATTACHES A COPY OF THIS DEED)  
IN RESPECT OF THE RELEVANT INTEREST  
WHICH TGI ACQUIRES AS A RESULT OF  
THIS DEED OR UNTIL TGI HAS OTHERWISE  
ANNOUNCED THE TERMS OF THIS DEED  
TO ASX.

## **6 WARRANTY**

We represent and warrant that:

- (A) WE ARE THE BENEFICIAL OWNER OF OUR MACA SHARES AS SET OUT IN SCHEDULE 1, FREE OF ENCUMBRANCES AND SECURITY INTERESTS, WITH FULL POWER AND AUTHORITY TO ENTER INTO AND COMPLETE THIS DEED WITHOUT THE CONSENT OF ANY OTHER PERSON; AND
- (B) WE ARE NOT THE REGISTERED OR BENEFICIAL OWNER OF ANY OTHER SECURITIES IN MACA OTHER THAN THE MACA SHARES AS SET OUT IN SCHEDULE 1.

## **7 TERMINATION**

This agreement will terminate (and your obligations will be released) in the event that the Bid has not become unconditional within six months following the date of this deed.

## **8 GENERAL**

- (A) IN THIS DEED, THE PRONOUNS 'WE', 'OUR' AND 'US' REFER TO THE ENTITY NAMED IN THE SCHEDULE.
- (B) ANY DATE, TIME OR PERIOD REFERRED TO IN THIS DEED SHALL BE OF THE ESSENCE EXCEPT TO THE EXTENT TO WHICH WE AND TGI AGREE TO VARY ANY DATE, TIME OR PERIOD, IN WHICH EVENT THE VARIED DATE, TIME OR PERIOD SHALL BE OF THE ESSENCE.
- (C) THIS LETTER IS INTENDED TO BE A LEGALLY BINDING AND ENFORCEABLE AGREEMENT BETWEEN THE PARTIES SIGNING IT. IF ANY PROVISION OF THIS LETTER IS VOID, ILLEGAL OR UNENFORCEABLE, IT MAY BE

SEVERED WITHOUT AFFECTING THE ENFORCEABILITY OF THE OTHER PROVISIONS IN THIS LETTER.

- (D) WE AGREE THAT DAMAGES WOULD NOT BE AN ADEQUATE REMEDY FOR BREACH OF THE UNDERTAKINGS IN THIS DEED. ANY TERM DEFINED IN THE CORPORATIONS ACT 2001 (CTH) HAS THE SAME MEANING IN THIS DEED.
- (E) IF ANY PROVISION OF THIS DEED IS VOID, ILLEGAL OR UNENFORCEABLE, IT MAY BE SEVERE WITHOUT AFFECTING THE ENFORCEABILITY OF THE OTHER PROVISIONS IN THIS DEED.
- (F) THIS DEED MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS (INCLUDING EMAIL OR FAX COUNTERPARTS). ALL COUNTERPARTS, TAKEN TOGETHER, CONSTITUTE ONE INSTRUMENT. A PARTY MAY EXECUTE THIS LETTER BY SIGNING ANY COUNTERPART.
- (G) THIS DEED IS GOVERNED BY THE LAWS OF NEW SOUTH WALES AUSTRALIA. THIS DOCUMENT IS EXECUTED AS A DEED.

Please indicate your acceptance of these terms by executing the enclosed copy of this deed where indicated below and returning it to us.

Signing page

**EXECUTED AS A DEED**

Signed sealed and delivered by Francis Maher in the presence of:



Signature of shareholder



Signature of witness

FRANCIS MAHER  
Name of shareholder (print)

Brendan Maher  
Name of witness (print)

Signed sealed and delivered by Sharon Maher in the presence of:



Signature of shareholder



Signature of witness

Name of shareholder (print)

SHARON MAHER

Name of witness (print)

Brendan Maher

Executed by Thies Group Investments  
Pty Ltd ACN 659 649 055 in accordance  
with Section 127 of the Corporations Act  
2001 (Cth):



Signature of director

Michael J M Wright

Name of director (print)



Signature of director/company secretary  
(Please delete as applicable)

Craig S Morton

Name of director/company secretary  
(print)

### Schedule

### Shareholder details

Entity name and details	Mr Francis Joseph Maher and Mrs Sharon Jane Maher <The Maher Family A/C>
Physical and email address	13 Barnard Court, Alfred Cove. WA, 6154
Number of shares held in MACA	13,637,500
If not registered holder, name and address of registered holder of our MACA Shares	