



**To:**

**From:** FirstMac

**Subject:** Company Announcements- ROK

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**Message:** Attached is a signed version.

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FirstMac Limited  
ABN 59 094 145 963 (AFSL 290600)  
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Brisbane QLD 4001

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**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To: Company Name/Scheme **The Rock Building Society Limited**

ACN/ARSN **067 765 717**

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

Name **Firstmac Limited**

ACN/ARSN (if applicable) **094 145 963**

The holder became a substantial holder on 2 /12 /10

**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)
<b>Fully paid(FPO)</b>	<b>2,122,315</b>	<b>2,122,315</b>	<b>8.50%</b>

**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
<b>Firstmac Limited</b>	<b>as principal</b>	<b>1,100,920</b>
<b>Trio C Pty Ltd</b>	<b>Related Parties</b>	<b>550,525</b>
<b>Nationale Super</b>	<b>Related Parties</b>	<b>470,870</b>

**4. Details of present registered holders**

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

Holders of relevant interest	Registered holder of Securities	Person entitled to be registered as a holder (8)	Class and number of securities
<b>FirstMac Limited</b>	<b>FirstMac Limited</b>	<b>First Mac Limited</b>	<b>108,970</b>
<b>FirstMac Limited</b>	<b>Trio C Pty Ltd</b>	<b>First Mac Limited</b>	<b>550,525</b>
<b>FirstMac Limited</b>	<b>Nationale super fund</b>	<b>First Mac Limited</b>	<b>470,870</b>
<b>FirstMac Limited</b>	<b>various</b>	<b>Firstmac Limited</b>	<b>991,950</b>

**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	
<b>FirstMac Limited</b>	<b>25/11- 2/12</b>	<b>\$2.61-70</b>		<b>107,970</b>
<b>FirstMac Limited</b>	<b>15/10- 25/10</b>	<b>\$0.07-10</b>	<b>\$2.90-3.00</b>	<b>991,950</b>
<b>Nationale Super</b>	<b>9/11-23/11</b>	<b>\$2.60-69</b>		<b>470,870</b>

**6. Associates**

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

Name and ACN/ARSN (if applicable)	Nature of association
Trio C Pty Ltd	Influence / common directorship
Nationale Super fund	Ownership/ control

**7. Addresses**

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

Name	Address
all	Level 40 Riverside Centre 123 Eagle St Brisbane 4000

**Signature**

print name Rod Minell

Capacity Director, Firstmac Ltd

sign here

date 2 / 12 /10

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant issues (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, 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.

**[Various Shareholders]  
AND**

**FIRSTMAC LIMITED**

**CALL OPTION AGREEMENT**

**THIS OPTION** is made the 25th day of October 2010.

## **PARTIES**

**[Various Shareholders]**

("Writer")

**FIRSTMAC LIMITED**, ABN 59 094 145 963 of, Level 40, Riverside Centre 123 Eagle Street,  
Brisbane, 4000 Queensland

("Taker")

## **BACKGROUND**

- I. The Writer has agreed to grant to the Taker an option to purchase the Securities (the "Call Option").
- II. In consideration of receiving the Premium the Writer agrees to be bound by the terms of this document.

## **AGREEMENTS**

### **1. INTERPRETATION**

#### **1.1 Definitions**

In this document unless a contrary intention appears:

**"Business day"** means any day on which banks are open in Brisbane;

**"Call Option"** means the option granted under clause 2.1 of this document;

**"Call Option Expiry Date"** means [XXX];

**"Company"** means The Rock Building Society Limited ABN 16 067 765 717;

**"Notice of exercise of Call Option"** means a document substantially in the form specified in Schedule 1 of this document;

**"Premium"** means the sum of \$[XXX]

**"Purchase Price"** means \$[XXX] per Security;

**"Securities"** means [XXX] ordinary fully paid shares in the Company which are listed on the ASX under the trading code "ROK" which are registered in the name of the Taker at the share registry of the Company as issuer sponsored shares. One Security is one ROK share.

**"Standard Transfer"** means a properly completed and executed off-market transfer for use in the transfer of issuer sponsored securities in the form of the transfer contained in Schedule 2

#### **1.2 Interpretation**

In this document:

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;

- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (e) any reference to a party includes that party's executors, trustees, administrators, successors in title, nominees and assigns;
- (f) a reference to a date or time is a reference to the date and time at Brisbane Australia;
- (g) references to any document (including this document) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (h) a reference to a Statute includes a reference to or citation of all enactments amending or consolidating the Statute and to an enactment substituted for the Statute;
- (i) where a party to this document is more than one person they are jointly and severally liable under the terms of this document;
- (j) this document is to be construed and interpreted as an irrevocable offer;
- (k) monetary references are references to Australian currency;
- (l) the Background does not form part of the document;
- (m) the Schedules and Annexures form part of this document; and
- (n) headings are included for convenience only and do not affect interpretation of this document.

## **2. CALL OPTION**

2.1 In consideration of the Taker paying to the Writer the Premium, (the receipt of which is acknowledged by the Writer), the Writer hereby grants to the Taker an option to purchase the Securities on the terms set out in this agreement.

2.2 The Taker may exercise the Call Option, subject to clause 2.3, for a number of Securities which is less than the [XXX] at any time until 5pm on the Call Option Expiry Date as follows by producing to the Writer for inspection a Notice of exercise of Call Option substantially in the form that is set out in Schedule 1 together with a bank cheque (or other form of cleared funds acceptable to the Writer in its sole discretion) in favour of the Stakeholder for an amount equal to the number of Securities in respect of which the Notice of exercise of Call Option is given by the Taker multiplied by the Purchase Price per Security.

2.3 If the Writer is satisfied, acting reasonably that the Notice of exercise of Call Option and the bank cheque are in accordance with clause 2.2, the Writer will produce to the Taker for inspection, a properly completed and executed Standard Transfer form for the Securities in the form of the transfer attached as Schedule 2 and capable of registration by the Taker on its presentation to the share registry of the Company.

2.4 Provided the Taker and Writer are satisfied with the documents produced to them for inspection, the Taker shall deliver the Standard Transfer to the Writer and the Writer shall contemporaneously deliver the Notice of exercise of Call Option and the bank cheque for the Purchase Price and Completion shall have been perfected subject to clause 2.5.

2.5 If, on presentation of the Standard Transfer to the registry of the Company, the registry requires any amendment or other action to enable the Securities to be

registered in the name of the Taker, the Writer shall forthwith take such action as is necessary to enable the registration.

2.6 The Call Option will expire on 5pm on the Call Option Expiry Date unless exercised in accordance with this document.

2.7 The Taker may elect to exercise the Call Option in separate parcels with each parcel comprising a minimum of [XXX] Securities, up to a maximum of [XXX] in total, at any time prior to Call Option Expiry Date.

### **3. ASSIGNS AND NOMINEES**

The benefit of the Call Option may not be assigned to any other person and is for the benefit of the Taker only.

### **4. PREMIUM**

The Premium is paid by the Taker to the Writer as consideration for the Writer entering into this Call Option Agreement and is not refundable to the Taker in any circumstance nor does the Premium form part of the Purchase Price.

### **5. STAMP DUTY AND COSTS**

5.1 The Taker must pay all stamp duty (including penalties and fines) payable arising out of or in connection with this document or the exercise of the Call Option. The Taker indemnifies the Writer concerning all stamp duty (including penalties and fines) paid by or assessed or assessable to the Writer concerning the exercise of the rights of the Taker or the Writer. The Taker must not bring or defend any proceeding concerning this document unless it has first paid all unpaid stamp duty (including penalties or fines) or, if the Writer has paid all or any of those amounts, the Taker has reimbursed the Writer in full.

5.2 Each party shall otherwise pay its own costs and disbursements of and incidental to this document.

### **6. OBLIGATIONS PENDING EXERCISE**

6.1 The Writer will from the date of this document until exercise of the Call Option, Call Option Exercise Date whichever first occurs: -

- (a) remain in possession of the Securities;
- (b) be entitled to vote in respect of the Securities at any meeting or ballot of the Company;
- (c) be entitled to receive and retain any dividend, bonus issue or other distribution and to participate in and retain the benefit of, at its sole discretion, any capital raising or reconstruction or other similar entitlement offered by the Company.

### **7. WARRANTIES AND CONFIDENTIALITY**

7.1 The parties warrant to each other that each has the legal capacity without impediment, to enter into this Call Option Agreement

7.2 The Writer warrants that at the time of execution of this Call Option Agreement, it is the registered holder of the Securities in either chess sponsored form or issuer sponsored form and that within 7 Business Days after execution hereof, it will cause all of the Securities to be registered as issuer sponsored securities at the register of the Company.

7.3 The parties each warrant to the other that this Call Option Agreement, the details of the parties and its terms shall be confidential to the parties while it is in existence unless a party is required by law or by the rules of a stock exchange to

disclose any aspect of it and if such disclosure becomes necessary the disclosing party shall forthwith advise the other party of the requirement and the details disclosed.

## **8. DEFAULT AND TERMINATION**

### **8.1 If either party:**

- (a) fails to perform its obligations to the other party under this document;
- (b) has a receiver, manager, receiver and manager, liquidator (including a provisional liquidator), special investigator, administrator statutory manager or similar person appointed (whether by a court or other persons) concerning any of its property, assets, business or affairs;
- (c) becomes bankrupt, insolvent or enters into a composition scheme or arrangement (whether formal or informal) with creditors;
- (d) assigns its property, assets, business or affairs for the benefit of its creditors;
- (e) has any bona fide distress, execution, attachment or other process made or levied against any of its assets which is not satisfied within 21 days after service;

then there has been an act of default.

### **8.2 The non-defaulting party is known as the "innocent party".**

### **8.3 Each party undertakes to the other that it will promptly notify, in writing, the other of any event which constitutes an act of default by it.**

### **8.4 Upon the occurrence of an act of default the innocent party may, in its absolute discretion, and at such time as it may determine do all or some of the following:**

- (a) terminate this document; and
- (b) exercise any other power or right which the innocent party may have under this document or in law or in equity.

## **9. GENERAL**

### **9.1 Governing Law**

This document will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland

### **9.2 Holidays**

If the expiry date for exercising the Call Option falls on a Saturday, Sunday or state-wide public holiday, the Call Option may only be exercised upon or before the day before which is not a Saturday, Sunday or state-wide public holiday.

### **9.3 Notices**

Any notice to be served by one party on the other under this document must be in writing and is deemed to have been duly served if given:

- (a) by mail, two (2) Business days after it is posted where the party's last known address is in the Commonwealth of Australia, and five (5) Business days after it is posted by airmail where the party's last known address is outside the Commonwealth of Australia; or
- (b) by hand, at the time it is left at the party's last known place of residence or business; or



- (c) by facsimile transmission at the time of transmission to the party's last known facsimile number

or such earlier time if acknowledged by the receiving party.

#### **9.4 Entire Agreement**

This document constitutes the entire agreement of the parties and supersedes all prior agreements, understandings and negotiations.

#### **9.5 Arbitration**

- (a) Any dispute or difference arising out of or in connection with this agreement must be, and is hereby, submitted to arbitration by a sole arbitrator according to and subject to the UNCITRAL arbitration rules. The arbitrator's decision on the dispute or difference is final and is not subject to appeal.

- (b) The appointing and administering body is the Australian Commercial Disputes Centre. The place of any arbitration will be Brisbane in the state of Queensland

**SCHEDULE 1**

**Notice of Exercise of Call Option**

TO: [Name and address of the Writer]

NOTICE is given by [name of Taker] (the "Taker") that the Taker irrevocably exercises the Call Option over [Number of Securities – Minimum 10,000] Securities granted to the Taker by the Call Option document dated the 25th day of October 2010 .

[name of Taker] hereby tenders a bank cheque made out to [Writer's name] in the amount of [\$ Number of Securities multiplied by \$[XXX].

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 200#.

[Signature of Taker or nominee]

**EXECUTED** as an agreement.

.....  
**Signature**

.....  
**Signature**

**FIRSTMAC LIMITED**

**ABN 59 094 145 963** in accordance with its  
constitution

.....  
**Rod Minell**

**Director**

.....  
**Director**