

OPTIMA CORPORATION LIMITED
ACN 098 455 460

NOTICE OF GENERAL MEETING

PROXY FORM

EXPLANATORY MEMORANDUM

Date of Meeting

Thursday, 19 April 2007

Time of Meeting

9.30am WST

Place of Meeting

Celtic Club
48 Ord Street
West Perth WA 6005

OPTIMA CORPORATION LIMITED
ACN 098 455 460
NOTICE OF GENERAL MEETING

Notice is hereby given that a General Meeting of the members of Optima Corporation Limited ACN 098 455 460 ("**Optima**" or "**Company**") will be held at Celtic Club, 48 Ord Street, West Perth WA on 19 April 2007 at 9.30am WST, for the purpose of transacting the following business referred to in this Notice of General Meeting.

AGENDA

Resolution 1 – Ratification of Placement – Tranche 1

To consider, and if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purpose of Listing Rule 7.4 of the ASX and for all other purposes, the Company approves and ratifies the issue to the persons referred to in the Explanatory Memorandum of 17,478,261 Shares at an issue price of 11.5 cents per Share as set out in the Explanatory Memorandum accompanying this Notice of General Meeting."

The Company will disregard any votes cast on Resolution 1 by any person who participated in the issue and any person associated with those persons. However, the Company need not disregard a vote if it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Resolution 2 – Approval of Placement – Tranche 2

To consider and, if thought fit, to pass with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purpose of Listing Rule 7.1 of the ASX and for all other purposes, the Company approves and authorises the Directors of the Company to allot and issue to the persons referred to in the Explanatory Memorandum of 8,608,696 Shares at an issue price of 11.5 cents per Share as set out in the Explanatory Memorandum accompanying this Notice of General Meeting."

The Company will disregard any votes cast on Resolution 2 by any person who may participate in the proposed issue and a person who might obtain a benefit, except a benefit solely in the capacity of a security holder, if the resolution is passed and any person associated with those persons. However, the Company need not disregard a vote if it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Resolution 3 – Ratification of Placement of Convertible Notes

To consider, and if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purpose of Listing Rule 7.4 of the ASX and for all other purposes, the Company approves and ratifies the issue to the persons referred to in the Explanatory Memorandum of 44 Convertible Notes with a face value of \$25,000 each, convertible to Shares at a conversion price equal to the lower of 11 cents and the issue price of

any subsequent placements made, maturing on 1 January 2010 and attracting interest at 8% per annum and on the terms set out in the Annexure and the Explanatory Memorandum accompanying this Notice of General Meeting."

The Company will disregard any votes cast on Resolution 3 by any person who participated in the issue and any person associated with those persons. However, the Company need not disregard a vote if it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Resolution 4 – Change of Name

To consider, and if thought fit, to pass the following resolution as a **special resolution**:

"That pursuant to section 157(3) of the Corporations Act, the name of the Company be changed to "Vmoto Limited".

Other business

To deal with any other business which may be brought forward in accordance with the Constitution and the Corporations Act 2001 (Cth).

BY ORDER OF THE BOARD



Blair Sargeant

Managing Director

Dated: 15 March 2007

NOTES

1. Proxies

A member entitled to but unable to attend and vote is entitled to appoint a proxy. Where more than one proxy is appointed, each proxy must be appointed to represent a specified proportion of the member's voting rights. A proxy need not be a member of the Company. The proxy form must be lodged by person, post, courier or facsimile and reach the registered office of the Company at 12 Gladstone Street, Perth, Western Australia not less than 48 hours before the time of holding the Meeting. A proxy shall be signed by the appointor or his/her attorney or, if a corporation, under its common seal or under the hand of its attorney. A copy of any power of attorney should be lodged with the proxy.

For the convenience of members, a Proxy Form is enclosed.

2. Voting Entitlements

For the purposes of section 1074E(2) of the Corporations Act 2001 and regulation 7.11.37 of the Corporations Regulations 2001, the Company determines that members holding ordinary Shares at the close of business on 17 April 2007 will be entitled to attend and vote at the General Meeting.

OPTIMA CORPORATION LIMITED
ACN 098 455 460

PROXY FORM

The Company Secretary
Optima Corporation Limited
Registered Office Address: 12 Gladstone Street
Perth WA 6000
Facsimile: +61 8 9228 1539

I/We (name of Shareholder)
of (address)
being a member/members of Optima Corporation Limited HEREBY APPOINT
(name)
of (address)
and/or failing him (name)
of (address)
or failing that person then the Chairman of the General Meeting as my/our proxy to vote for me/us and on my/our
behalf at the General Meeting of the Company to be held at Celtic Club, 48 Ord Street, West Perth WA on 19
April 2007 at 9.30am WST and at any adjournment of the meeting.

Should you so desire to direct the Proxy how to vote, you should place a cross in the appropriate box(es) below:

I/We direct my/our Proxy to vote in the following manner:

	For	Against	Abstain
Resolution 1 – Ratification of issue of Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2 – Approval of issue of Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3 – Ratification of issue of Convertible Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4 – Change of Name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If no directions are given my proxy may vote as the proxy thinks fit or may abstain.

If the Chair of the meeting is appointed as your proxy, or is appointed by default, and you do not wish to direct your proxy how to vote as your proxy in respect of Resolutions 1 to 3 please place a mark in this box:

By marking this box, you acknowledge that the Chair of the meeting may exercise your proxy even if he has an interest in the outcome of Resolutions 1 to 3 and that votes cast by the Chair of the meeting for Resolutions 1 to 3 other than as proxy holder will be disregarded because of that interest. If you do not mark this box, and you have not directed your proxy how to vote, the Chair will not cast your votes on Resolutions 1 to 3.

The Chairman intends to vote in favour of Resolutions 1 to 4 in relation to undirected proxies.

<p><i>This Proxy is appointed to represent ___ % of my voting right, or if 2 proxies are appointed Proxy 1 represents ___% and Proxy 2 represents ___% of my total votes</i> <i>My total voting right is _____ Shares</i></p>

If the Shareholder(s) is an individual:

Name: _____

If the Shareholder is a company:

Affix common seal (if required by Constitution)

Director/Sole Director and Secretary

Director/Secretary

Dated: 2007.

INSTRUCTIONS FOR APPOINTMENT OF PROXY

1. A Shareholder entitled to attend and vote is entitled to appoint no more than two proxies to attend and vote at this General Meeting as the Shareholder's proxy. A proxy need not be a Shareholder of the Company.
2. Where more than one proxy is appointed, each proxy must be appointed to represent a specific proportion of the Shareholder's voting rights. If such appointment is not made then each proxy may exercise half of the Shareholder's voting rights. Fractions shall be disregarded.
3. The proxy form must be signed personally by the Shareholder or his attorney, duly authorised in writing. If a proxy is given by a corporation, the proxy must be executed under either the common seal of the corporation or under the hand of an officer of the company or its duly authorised attorney. In the case of joint shareholders, this proxy must be signed by at least one of the joint shareholders, personally or by a duly authorised attorney.
4. If a proxy is executed by an attorney of a Shareholder, then the original of the relevant power of attorney or a certified copy of the relevant power of attorney, if it has not already been noted by the Company, must accompany the proxy form.
5. To be effective, forms to appoint proxies must be received by the Company no later than 48 hours before the time appointed for the holding of this General Meeting, by person, post or facsimile to the address stipulated in this proxy form.
6. If the proxy form specifies a way in which the proxy is to vote on any of the resolutions stated above, then the following applies:
 - (a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way;
 - (b) if the proxy has 2 or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands;
 - (c) if the proxy is Chairperson, the proxy must vote on a poll and must vote that way; and
 - (d) if the proxy is not the Chairperson, the proxy need not vote on a poll, but if the proxy does so, the proxy must vote that way.

If a proxy is also a Shareholder, the proxy can cast any votes the proxy holds as a Shareholder in any way that the proxy sees fit.

7. The Chairman intends to vote in favour of all resolutions in relation to undirected proxies.

OPTIMA CORPORATION LIMITED
ACN 098 455 460
EXPLANATORY MEMORANDUM

This Explanatory Memorandum is intended to provide members with sufficient information to assess the merits of the resolutions contained in the preceding Notice of General Meeting of the Company.

The Directors recommend shareholders read this Explanatory Memorandum in full before making any decision in relation to the resolutions.

Capitalised terms are defined on page 9 of this Explanatory Memorandum.

Background Information to Resolutions 1 and 2

On 9 March 2007, Optima Corporation Limited announced a capital raising of up to \$3,000,000 from the issue of up to 26,086,957 Shares at an issue price of 11.5 cents per Share.

The funds are being raised to fund the second payment of \$US1.5 million due to the vendor of Freedomotor Company Limited and to provide working capital to develop the Company's Vmoto brand.

The ASX Listing Rules limit the number of securities that a company may issue during a 12 month period to 15% of its Shares on issue. Given this limitation, the Placement has been structured into two tranches as follows:

- **Tranche 1** – 17,478,261 Shares at an issue price of 11.5 cents each, raising \$2,010,000; and
- **Tranche 2** - subject to approval by shareholders at this General Meeting, up to 8,608,696 Shares at an issue price of 11.5 cents each, raising up to \$990,000.

The placement was announced to the ASX on 9 March 2007 with Tranche 1 completed on 16 March 2007.

This General Meeting has been called for the purpose of seeking the ratification by shareholders of the issue of Shares made under Tranche 1 and seeking shareholder approval to the issue of Shares under Tranche 2.

Resolution 1 – Ratification of Placement (Tranche 1)

Resolution 1 seeks ratification from shareholders to the issue of 17,478,261 Shares, each at an issue price of 11.5 cents per Share, on 16 March 2007.

Listing Rules 7.1 and 7.4

Listing Rule 7.1 provides that, without the prior approval of members of the company in general meeting, a listed company must not issue securities in any 12 month period which, when aggregated with the nominal value of the other securities of the same class, exceed 15% of the nominal value of the issued securities of that class held at the beginning of the 12 month period.

Listing Rule 7.4 permits the ratification of previous issues of securities made without prior Shareholder approval, provided the issue did not breach the 15% threshold set by Listing Rule 7.1. The effect of such a ratification is to restore a company's maximum discretionary power to issue further Shares up to 15% of the issued capital of the company without requiring Shareholder approval.

For the purposes of Listing Rule 7.5, the following information is provided:

- (a) A total of 17,478,261 Shares were issued to 46 investors introduced to the Company by Euroz Securities Limited. None of the allottees are related parties of the Company.
- (b) the Shares were issued at 11.5 cents each;
- (c) the Shares are ordinary fully paid Shares in the capital of the Company and will rank equally in all respects with the existing ordinary fully paid Shares issued in the capital of the Company; and
- (d) subscription monies raised from the issue of the Shares under Resolution 1 will be used towards the second payment of \$US1.5 million due to the vendor of Freedomotor Company Limited and to provide working capital to develop the Company's Vmoto brand.

Resolution 2 - Issue of Shares (Tranche 2 of Placement)

Resolution 2 seeks Shareholder approval to the issue of up to 8,608,696 Shares at an issue price of 11.5 cents per Share.

Listing Rule 7.1

As noted above, Listing Rule 7.1 provides that, without the prior approval of members of the company in general meeting, a listed company must not issue securities in any 12 month period which, when aggregated with the nominal value of the other securities of the same class, exceed 15% of the nominal value of the issued securities of that class held at the beginning of the 12 month period.

Accordingly, Shareholder approval for the issue of the Shares referred to in Resolution 2 is sought so that the Company may retain its 15% allowance for any future issue of securities.

In compliance with Listing Rule 7.3, shareholders are advised as follows in relation to the Shares to be issued under this Resolution 2:

- (a) the maximum number of Shares to be issued is 8,608,696;
- (b) the Shares will be issued and allotted on one date which will be no later than 3 months from the date of this general meeting or such later date as approved by ASX by waiver to the Listing Rules
- (c) the issue price of the Shares to be issued is 11.5 cents per Share;
- (d) the Shares will be issued to investors introduced to the Company by Euroz Securities Limited. None of the investors will be a related party of the Company;
- (e) the Shares are ordinary fully paid Shares in the capital of the Company and will rank equally in all respects with the existing ordinary fully paid Shares issued in the capital of the Company;
- (f) monies raised from the issue of the Shares under Resolution 2 will be used towards the second payment of \$US1.5 million due to the vendor of Freedomotor Company Limited and to provide working capital to develop the Company's Vmoto brand.

Resolution 3 – Ratification of Placement of Convertible Notes

As announced to the ASX on 9 January 2007, the Company issued 44 Convertible Notes, each with a face value of \$25,000, raising a total of \$1,100,000. The Convertible Notes were issued on the terms contained in Annexure A. Resolution 3 seeks ratification from shareholders to the issue of these 44 Convertible Notes.

Listing Rules 7.1 and 7.4

Listing Rule 7.1 provides that, without the prior approval of members of the company in general meeting, a listed company must not issue securities in any 12 month period which, when aggregated with the nominal value of the other securities of the same class, exceed 15% of the nominal value of the issued securities of that class held at the beginning of the 12 month period.

Listing Rule 7.4 permits the ratification of previous issues of securities made without prior Shareholder approval, provided the issue did not breach the 15% threshold set by Listing Rule 7.1. The effect of such a ratification is to restore a company's maximum discretionary power to issue further Securities up to 15% of the issued capital of the company without requiring Shareholder approval.

For the purposes of Listing Rule 7.5, the following information is provided:

- (a) A total of 44 Convertible Notes were issued to investors selected by the Company on the basis that they were sophisticated and professional investors as determined by the Company and were able to be offered securities in the Company without the need for a disclosure document. None of the allottees are related parties of the Company.
- (b) the Convertible Notes were issued at a face value of \$25,000 each;

- (c) The Convertible Notes may be converted into Shares, at a conversion price being the lower of 11 cents or the price at which the Company makes a placement of its Share in the period, between 1 January 2008 and the Maturity Date. The Maturity Date will be 1 January 2010, on which date any Convertible Note still outstanding will be required to be redeemed by the Company. The Convertible Notes will attract interest at 8%pa, accruing daily and payable on the earlier of the Maturity Date or the date the Convertible Note is converted. The full terms and conditions of the Convertible Notes are annexed as the Annexure to this Explanatory Memorandum; and
- (d) subscription monies raised from the issue of the Shares under Resolution 3 were used towards the first payment of \$US1 million due to the vendor of Freedomotor Company Limited.

Resolution 4 – change of name

The Directors have resolved to seek approval to change the name of the Company to "Vmoto Limited". The Directors consider that following on from the purchase of the Freedomotor Company Limited and the Company's growth strategy to become a fully integrated international motor cycle and scooter business, the proposed new name more accurately reflects the activities of the Company.

This resolution seeks shareholder approval to this change of name.

GLOSSARY

In this notice of meeting and explanatory memorandum:

"**ASX**" means ASX Limited ABN 98 008 624 691 and, where the context permits, the Australian Securities Exchange operated by ASX Limited;

"**Company**" or "**Optima Corporation**" means Optima Corporation Limited ACN 098 455 460;

"**Convertible Note**" means a Convertible Note issued under the terms and conditions set out in the Annexure to the explanatory memorandum;

"**Corporations Act**" means Corporations Act 2001 (Cth);

"**Director**" means a director of the Company;

"**Listing Rules**" means the Listing Rules of the ASX;

"**Placement**" means the placement of a total of 26,086,957 Shares at an issue price of 11.5 cents under two separate tranches to investors introduced to the Company by Euroz Securities Limited; and

"**Shares**" means fully paid ordinary Shares in the issued capital of the Company.

ANNEXURE

CONVERTIBLE NOTE TERMS AND CONDITIONS

1. THE CONVERTIBLE NOTE ISSUE

1.1 Terms

The Convertible Note will:

- (a) have a face value representing a principal amount of AUD\$25,000;
- (b) be issued to an investor who falls within one of the exemptions contained in section 708 of the Corporations Act from the general requirement set out in section 706 of the Corporations Act that the issue of securities to investors occur by way of a disclosure document;
- (c) bear interest as set out in clause 2;
- (d) be redeemed in accordance with clause 3; and
- (e) be convertible into Shares, as provided in clause 4.

1.2 Voting

The Convertible Note does not give the Noteholder the right to vote at a meeting of the members of the Company.

1.3 Nature of Convertible Note

The Convertible Note is unsecured.

1.4 Withholding Tax

- (a) All payments or credits to, or to the account of the Noteholder (including payment of, and credits in respect of interest) will be made net of any tax in respect thereof required by law to be withheld, deducted or paid by the Company except to the extent that the Company is satisfied that the Noteholder is exempt from any such tax or is a person in respect of whom any such withholding, deduction or payment is not required to be made. Any Noteholder claiming any such exemption or to be such a person will provide the Company with such evidence as the Company may from time to time require to satisfy itself as to the validity of such claim.
- (b) The Company may make any deduction or withholding from any amount payable to the Noteholder in respect of the Convertible Note for or on account of withholding or other tax required by law to be deducted or withheld, and, where any such deduction or withholding has been made and the amount thereof accounted for by the Company

to the Commissioner of Taxation or other appropriate taxing authority and the balance of the amount payable has been paid to the Noteholder concerned, the full amount payable to such Noteholder will be deemed to have been duly paid and satisfied by the Company.

1.5 **Entry in Register**

The Company must ensure that the Noteholder's details are entered in the Register.

1.6 **Noteholder Warranties**

The Noteholder warrants that it is a person who falls within one of the exemptions contained in section 708 of the Corporations Act from the general requirement set out in section 706 of the Corporations Act that the issue of securities to investors occur by way of a disclosure document.

2. **INTEREST**

2.1 **Interest Rate**

- (a) Interest will be payable on the Convertible Note at the rate of 8% per annum.
- (b) Interest will accrue daily on and from the Nominated Date through to the Maturity Date and will be paid on the Maturity Date, unless the Convertible Note is converted, in which case interest will accrue daily on and from the Nominated Date through to the Conversion Date and will be paid on the Conversion Date.

3. **REDEMPTION**

3.1 **Redemption**

- (a) The Convertible Note may be redeemed by written notice from the Company to the Noteholder during the period from 1 April 2007 until the Maturity Date provided the Noteholder has not elected to convert the Convertible Note.
- (b) The Convertible Note will be redeemed by the Company in the following circumstances:
 - (i) if the Noteholder has not elected to convert the Convertible Note by the Maturity Date; or
 - (ii) if an Event of Default occurs,

The redemption by the Company contemplated in both clause 3.1(a) and 3.1(b) shall be known as the "**Redemption Event**".

3.2 **Repayment**

If a Redemption Event occurs the Company must pay to the Noteholder the amount referred to in clause 3.3 within 5 days of the notice of redemption, the Maturity Date or the Event of Default, as the case may be.

3.3 **Timing of Redemption**

Where a Redemption Event occurs in accordance with clause 3.1, the Company will deliver to the Noteholder a cheque or draft in favour of the Noteholder or such other person as the Noteholder will have directed the Company in writing, for the Redemption Amount which includes the amount of any interest payment calculated in accordance with clause 2.1.

3.4 **Exclusion**

The Noteholder will not be entitled to require redemption of the Convertible Note held by it otherwise than pursuant to this clause 3.

4. **CONVERSION**

4.1 **Conversion**

- (a) The Noteholder may elect to convert the Convertible Note at any time from the date being 12 months from the Nominated Date to the Maturity Date.
- (b) If the Noteholder elects to convert the Convertible Note the Noteholder shall provide the Company with a Conversion Notice to notify the Company that the Noteholder elects to convert the Convertible Note held by that Noteholder.
- (c) The Noteholder shall provide the Company with a Conversion Notice to notify the Company that the Noteholder elects to convert the Convertible Note held by that Noteholder.
- (d) If the Noteholder has elected to convert the Convertible Note in accordance with clause 4.1(a), the Company will proceed to issue and allot to the Noteholder that number of Shares as calculated in accordance with clause 4.2.
- (e) The issue and allotment of ordinary Shares as fully paid on conversion pursuant to this clause will be and be deemed for all purposes to be in full satisfaction and discharge of the Principal Amount and all unpaid interest accrued up to the Conversion Date owing to the Noteholder pursuant to the Convertible Note.
- (f) The Shares issued and allotted upon the conversion pursuant to this clause will rank equally in all respects with all issued ordinary shares in the capital of the Company at the Conversion Date.

- (g) Where the Convertible Note is converted the Company will make application for official quotation by the ASX of all Shares issued and allotted upon the conversion pursuant to this clause or as soon as reasonably practicable after Shares are so issued and allotted and the Company is admitted to the ASX.
- (h) Within 10 Business Days of the issue and allotment of Shares to the Noteholder upon the conversion pursuant to this clause, the Company will deliver to the Noteholder a shareholding statement in respect of the fully paid Shares so issued and allotted.
- (i) Within 3 Business Days of the issue and allotment of Shares to a Noteholder upon conversion pursuant to this clause, the Company must issue a notice pursuant to section 708A of the Corporations Act with respect to those Shares.

4.2 **Conversion Rate**

With respect to the Principal Amount and all unpaid interest accrued, the Convertible Note converts into Shares at the lower of:

- (a) a deemed issue price of 11 cents each; and
- (b) $S = \frac{A}{B}$

Where:

S= the number of Shares to be issued to that Noteholder;

A= the Principal Amount paid by that Noteholder; and

B= the Offer Price.

4.3 **Conversion Date**

The conversion date of the Convertible Note means the date the Company issues Shares to the Noteholder who has elected to convert the Convertible Note.

4.4 **No Other Rights of Conversion**

The Convertible Note will only be converted to Shares as set out in this clause 4.

4.5 **Shares Allotted on Conversion**

The Shares to be allotted on conversion under these Conditions will be shares with respect to which no provision is made (whether by the Constitution or other instrument constituting or defining the constitution of the Company or

otherwise) for changing or converting them into shares of another class, except for the purpose of enabling, in accordance with any law relating to companies, the consolidation and division of all or any of the share capital of the Company or of another company or the subdivision of all or any of the shares in the capital of the Company or of another company.

4.6 Reconstruction

- (a) If there is a reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company, the basis for conversion of the Convertible Note set out in clause 4.2 will be reconstructed in the same proportion as the issued capital of the Company is reconstructed, and will be in a manner which will not result in any additional benefits being conferred on the Noteholder which are not conferred on the shareholders of the Company, (subject to the same provisions with respect to rounding of entitlements as sanctioned by the meeting of shareholders approving the reconstruction of capital) but in all other respects the terms for conversion of the Convertible Note will remain unchanged.
- (b) The adjustments in this clause 4.6 will be determined by the Company.

4.7 Entitlement Issue

If the Company undertakes a pro rata entitlement issue at any time during the period subsequent to the issue of the Convertible Note and prior to the Maturity Date and the Convertible Note has not been converted or redeemed, as the case may be, the Noteholder shall be entitled to participate in the issue by conversion of the Convertible Note prior to such record date set by the Company. The Company shall give the Noteholder at least 10 Business Days' notice of such record date to afford the Noteholder the opportunity to convert the Convertible Note for the purposes of participating in the issue.

5. BONUS SHARE ALLOTMENT

If a bonus share allotment is made by the Company to its ordinary shareholders, at any time during the period subsequent to the issue of the Convertible Note to the Noteholder and prior to the Conversion Date, the Company will issue and allot to that Noteholder:

- (a) shares in the capital of the Company of the same class as the shares the subject of the bonus share allotment; and
- (b) the number of shares so issued will be equal to the number of shares in the capital of the Company to which that Noteholder would have been entitled, if the face value of the Convertible Note held by that Noteholder in respect of which a conversion of the Note occurred pursuant to clause 4.1 immediately prior to the making of the bonus share allotment,

on terms and conditions that are the same as or correspond with or are no more favourable to the Noteholder than the terms and conditions on which such shares are allotted to any ordinary shareholder of the Company.

6. FOREIGN HOLDERS

Where the Convertible Note is held by or on behalf of a person resident outside Australia, then, but despite any other terms or conditions applicable to such Convertible Note, it will be a condition precedent to the right of the Noteholder to receive payment of any amount payable under these Conditions or to obtain shares on conversion that the requirements of all applicable laws of the Commonwealth of Australia or any of its States or Territories and of the country of residence of the Noteholder in respect of such payment or conversion are satisfied so that such payment or conversion will not result in a breach of any such applicable law by the Company.

7. CONVERSION TO VOTING SHARES PRECLUDED

7.1 Breaches of Law

Notwithstanding any other term of these Conditions, the Noteholder is not entitled to convert (and the Company is entitled to refuse to convert) the Convertible Note if the conversion would result in:

- (a) a person acquiring Voting Shares in the Company in breach of section 606 of the Corporations Act (or any equivalent provision); or
- (b) a person acquiring Shares where a notification being required to be sent to, or consent is required under, any legislation by which the Company and its Related Bodies Corporate are bound.

7.2 Statutory Declaration

The Company may in its discretion require the Noteholder to provide a statutory declaration confirming that the circumstances referred to in clause 7.1 do not exist in respect of conversion by the Noteholder.

8. REGISTRATION OF TRANSFERS

8.1 Transfer

Subject to these Conditions and the Noteholder's compliance with Part 6D.2 of the Corporations Act, the Noteholder may transfer the Convertible Note that it holds by an instrument in writing in any usual form or in any other form that the directors of the Company approve.

8.2 Transfer Form

In relation to the transfer of the Convertible Note the transfer form must be:

- (a) lodged at the Specified Office together with payment of any stamp duty, taxes or other governmental charges payable thereon; and
- (b) accompanied by such evidence as the Company may require to prove the title and identity of the transferor and the transferee, the right of entitlement of the transferee to receive a transfer of the Convertible Note, the due execution of the transfer form and the due compliance and observance with all applicable laws and regulations of the Commonwealth of Australia and each State and Territory thereof.

8.3 **Recording Transfers**

The Company will promptly upon being satisfied with the transfer form, the information lodged therewith, the identity of the transferor and the transferee and the due compliance with such reasonable regulations as the Company may determine from time to time, accept the application contained in the transfer form by making an inscription in the Register recording the transfer of the Convertible Note.

8.4 **Registration**

On the inscription being made in the Register, the Company will recognise the transferee as the registered owner of the Convertible Note and as being entitled to the repayment of the Principal Amount and the payment of all interest in respect thereof and to all other rights vested in Noteholders under these Conditions. The transferor will for all purposes be and be deemed to be the registered owner of the Convertible Note until an inscription is made in the Register recording the transfer, the name and address of the transferee and the other matters required to be entered into the Register by the Company from time to time.

8.5 **Administration**

- (a) The Company will register the transfer of the Convertible Note notwithstanding that the transfer form to which the transfer relates has not been marked by the Company.
- (b) The Company will procure that all transfer forms which are registered will be retained by the Company for a period of 7 years after receipt but any transfer form which the Company declines to register will (except in the case of fraud or suspected fraud) be returned on demand to the person depositing the same.
- (c) The Company will not register the transfer of the Convertible Note on or after its Maturity Date.

8.6 **Directions**

- (a) Subject to these Conditions, and any conditions proposed by the Company at the time the Convertible Note is issued and any notations

on the Register, the Company will comply with any payment or distribution direction made by a transferee:

- (i) in an application for transfer of the Convertible Note on and from the time of registration of that transfer; and
 - (ii) at any subsequent time in such form as the Company will from time to time determine.
- (b) A direction from any one or more joint holders of the Convertible Note will bind all the joint holders. If more than one direction is received from joint holders of the Convertible Note the direction of the senior is to be accepted to the exclusion of the other directions and for this purpose seniority is determined by the order in which the names appear in the Register in respect of the joint holding.

8.7 Transmission

Subject to clause 7.1, a person becoming entitled to the Convertible Note as a consequence of the death or bankruptcy of the Noteholder or of a vesting order or a person administering the estate of the Noteholder may, upon producing such evidence as to that entitlement or status as the Company considers sufficient, transfer the Convertible Note or, if so entitled, become registered as the holder of the Convertible Note.

8.8 No Registration Fee

Transfers will be inscribed in the Register without charge provided taxes or other governmental charges (if any) imposed in relation to the transfer have been paid.

8.9 Non-Registration of Third Party Interests

The Convertible Note will be registered by name only and without reference to any trusteeships. Any entry in the Register of the name and address of the Noteholder and the amount owed to the Noteholder is conclusive evidence of title subject to rectification for fraud or error.

8.10 Person registered

The person registered as the Noteholder of the Convertible Note will be treated by the Company as the absolute owner of the Convertible Note. The Company will not, except as ordered by a Court or as required by statute, be obliged to take notice of any claim to the Convertible Note. Entry in the Register of the name and address of the Noteholder and the one Convertible Note held by the Noteholder is conclusive evidence of title subject to rectification for fraud or error.

9. DEFINED TERMS

The following words and phrases have these meanings in the Conditions unless the contrary intention appears:

"**ASX**" means Australian Stock Exchange Limited;

"**Business Day**" means a day on which banks are open for general banking business in Perth, other than a Saturday or a Sunday or public holiday and which is also a Business Day for the purposes of the Listing Rules;

"**Company**" means Optima Corporation Limited ACN 098 455 460;

"**Conditions**" means the terms and conditions applicable to the Convertible Note;

"**Constitution**" means the Constitution of the Company;

"**Conversion Date**" has the meaning set out in clause 4.3;

"**Conversion Notice**" means the notice provided by the Noteholder to the Company during the period between the Nominated Date and the Maturity Date and stating that the Noteholder elects to convert the Convertible Note held by the Noteholder;

"**Convertible Note**" means the convertible note issued by the Company under these Conditions which is outstanding;

"**Corporations Act**" means the Corporations Act 2001 (Cth);

"**Event of Default**" each of the following events is an Event of Default:

- (a) **(unremedied default in payment)** if the Company makes default in the payment of the Redemption Amount, any interest payable on the Convertible Note or any other moneys payable to the Noteholder under these Conditions and that default continues unremedied by the Company for a period of 7 days after demand for those moneys is made by the Noteholder;
- (b) **(unremedied material breach)** if the Company commits a material breach of a covenant, condition or obligation imposed on it by these Conditions and that breach has not been remedied within 21 days of receiving notice of the breach from the Noteholder requiring that breach to be remedied;
- (c) **(winding up)** if an order is made for the winding-up or dissolution of the Company or a resolution is effectively passed by the Company for the winding up or dissolution of the Company (otherwise than for the purpose of a reconstruction or amalgamation which has the prior written consent of the Noteholder);

- (d) **(insolvency)** if the Company is or becomes unable to pay its debts when they are due within the meaning of the Corporations Act or is presumed to be insolvent under the Corporations Act;
- (e) **(receiver)** a receiver, receiver and manager, trustee, administrator, other Controller (as defined by the Corporations Act) or similar official is appointed over any of the assets or undertaking of the Company and is not removed within 10 Business Days; and
- (f) **(deregistration)** a notice under section 601AB of the Corporations Act is given to, or an application under section 601AA is made by, or in respect of the Company;
- (g) **(incorrect statement or representation)** a statement, representation or warranty made by or on behalf of the Company in connection with the Convertible Note is untrue, incorrect or misleading in a material respect when made or repeated;
- (h) **(third party default)** the holder of any security given at any time over any assets of the Company becomes entitled to exercise any powers arising on default pursuant to that security or otherwise take action to enforce that security; or
- (i) **(finance)** a person who has provided credit or financial accommodation to the Company becomes entitled to accelerate any obligation of the Company to pay money to that person;

"Listing Rules" means the official Listing Rules of ASX from time to time with any modification or waivers in their application to the Company which ASX may grant;

"Maturity Date" in relation to a Convertible Note means the first to occur of:

- (a) a Conversion Date; or
- (b) 1 January 2010;

"Moneys Owning" means the Principal Amount and any interest payable on the Convertible Note and any other moneys payable to the Noteholder (including damages) under or in respect of the Convertible Note and, in relation to the Noteholder, means that portion of those moneys which is owing to that Noteholder;

"Nominated Date" means the date the Convertible Note is issued to the Noteholder;

"Noteholder" in relation to a Convertible Note means the person entered in the Register as the holder of the Convertible Note;

"Offer Price" means the placement price per Share struck by the Company in any placement undertaken by the Company (if any) between the Nominated Date and the Maturity Date. In the event the Company undertakes more than one placement, the placement price that shall be applied is the weighted average price per Share struck by the Company in each such placement;

"Principal Amount" means the principal amount outstanding from time to time under the Convertible Note;

"Redemption Amount" of the Convertible Note means the face value of the Convertible Note plus interest which has accrued but which has not become due, plus unpaid interest up to the date of redemption of the Convertible Note;

"Redemption Event" means an event specified in clause 3.1;

"Register" means a register of the holder of the Convertible Note;

"Related Bodies Corporate" has the meaning given to that term in the Corporations Act;

"Share" means a fully paid ordinary share in the capital of the Company;

"Specified Office" means the registered office of the Company or such other office advised by the Company to the Noteholder from time to time; and

"Voting Share" has the meaning given to that expression in section 9 of the Corporations Act.