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ASX ANNOUNCEMENT (ASX: ANO)

29 JUNE 2010

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## ANTARIA TAX EXEMPT EMPLOYEE SHARE PLAN

Antaria Limited (**Antaria**) has made an offer to eligible employees to acquire up to \$1,000 of fully paid ordinary Antaria shares (**Shares**) under the Antaria Tax Exempt Employee Share Plan (**TESP**).

Antaria advises that all offerees have accepted the offer and a total of 555,540 Shares have been allotted to those offerees today.

The Shares were issued at an issue price of 3.6 cents representing the weighted average closing price of Shares over the 5 days prior to the allotment date on which there was trading in Antaria shares. However, in accordance with the terms of the TESP, Antaria has determined that these Shares will be issued for nil consideration.

The Shares rank equally with all other shares on issue as at today's date.

The Shares are subject to restrictions on disposal until the earlier of 3 years from the issue date or the relevant employee no longer being employed by Antaria.

The offer was made to eligible employees pursuant to an offer document issued under ASIC Class Order O3/184. Shareholder approval was not required for the issue of these Shares.

The purpose of the issue is to encourage participation by eligible employees in Antaria through Share ownership and to attract, motivate and retain employees.

Attached is an Appendix 3B and a copy of the TESP.

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### About Antaria

Antaria Limited develops, manufactures and sells a range of advanced metal oxide powders and dispersions worldwide. Antaria's products include: **ZinClear**<sup>®</sup> – broad spectrum, mineral-only UV filters in cosmetic emollients used for sunscreen, skincare, and pharmaceutical formulations that allow SPF 30+ sunscreens containing only zinc oxide as the UV absorber; **Cercat**<sup>™</sup> – cerium oxide particle dispersion used in diesel fuel applications; and **NanoZ**<sup>™</sup> – zinc oxide additives that allow stable UV absorber performance for coatings and plastics. In 2009, Antaria also exclusively licensed its plate-like alumina technology to Merck KGaA, Germany for use in Merck's cosmetics and industrial products.

**For Further Information:** Deana Cesari, Chief Financial Officer Tel: +61 (8) 6253 5300

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## APPENDIX 3B – NEW ISSUE ANNOUNCEMENT, APPLICATION FOR QUOTATION OF ADDITIONAL SECURITIES AND AGREEMENT

<b>Name of entity</b>	Antaria Limited
<b>ABN</b>	54 079 845 855

We (the entity) give ASX the following information.

### PART 1 – ALL ISSUES

1	Class of securities issued or to be issued	Fully paid ordinary shares
2	Number of securities issued or to be issued (if known) or maximum number which may be issued	555,540
3	Principal terms of the securities (e.g. if options, exercise price and expiry date; if partly paid securities, the amount outstanding and due dates for payment; if convertible securities, the conversion price and dates for conversion)	Same as ordinary shares currently on issue
4	Do the securities rank equally in all respects from the date of allotment with an existing class of quoted securities?	Yes
5	Issue price or consideration	Nil
6	Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify those assets)	Issue of shares and pursuant to the Antaria Tax Exempt Employee Share Plan
7	Dates of entering securities into uncertificated holdings or despatch of certificates	30 June 2010
8	Number and class of all securities quoted on ASX (including the securities in clause 2 if applicable)	Number – 225,564,388 Class – Fully paid ordinary shares

9	Number and class of all securities not quoted on ASX (including the securities in clause 2 if applicable)	Number – 7,060,607 Class – Options to acquire fully paid ordinary shares
10	Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests)	The same as previously disclosed with respect to ordinary shares on issue

**PART 2 – BONUS ISSUE OR PRO RATA ISSUE**

11	Is security holder approval required?	N/a
12	Is the issue renounceable or non-renounceable?	N/a
13	Ratio in which the +securities will be offered	N/a
14	+Class of +securities to which the offer relates	N/a
15	+Record date to determine entitlements	N/a
16	Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	N/a
17	Policy for deciding entitlements in relation to fractions	N/a
18	Names of countries in which the entity has +security holders who will not be sent new issue documents <small>Note: Security holders must be told how their entitlements are to be dealt with. Cross reference: rule 7.7.</small>	N/a
19	Closing date for receipt of acceptances or renunciations	N/a
20	Names of any underwriters	N/a
21	Amount of any underwriting fee or commission	N/a
22	Names of any brokers to the issue	N/a
23	Fee or commission payable to the broker to the issue	N/a

24	Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of +security holders	N/a
25	If the issue is contingent on +security holders' approval, the date of the meeting	N/a
26	Date entitlement and acceptance form and prospectus or Product Disclosure Statement will be sent to persons entitled	N/a
27	If the entity has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders	N/a
28	Date rights trading will begin (if applicable)	N/a
29	Date rights trading will end (if applicable)	N/a
30	How do +security holders sell their entitlements in full through a broker?	N/a
31	How do +security holders sell part of their entitlements through a broker and accept for the balance?	N/a
32	How do +security holders dispose of their entitlements (except by sale through a broker)?	N/a
33	+Despatch date	N/a

**PART 3 – QUOTATION OF SECURITIES**

34	Type of securities (Tick one)	
(a)	<input checked="" type="checkbox"/>	Securities described in Part 1
(b)	<input type="checkbox"/>	All other securities Example: restricted securities at the end of the escrowed period, partly paid securities that become fully paid, employee incentive share securities when restriction ends, securities issued on expiry or conversion of convertible securities

ENTITIES THAT HAVE TICKED BOX 34(a)

**Additional securities forming a new class of securities**

35	<input type="checkbox"/>	If the +securities are +equity securities, the names of the 20 largest holders of the additional +securities, and the number and percentage of additional +securities held by those holders
36	<input type="checkbox"/>	If the +securities are +equity securities, a distribution schedule of the additional +securities setting out the number of holders in the categories 1 - 1,000 1,001 - 5,000 5,001 - 10,000 10,001 - 100,000 100,001 and over
37	<input type="checkbox"/>	A copy of any trust deed for the additional +securities

ENTITIES THAT HAVE TICKED BOX 34(b)

38	Number of securities for which +quotation is sought	N/a	
39	Class of +securities for which quotation is sought	N/a	
40	Do the +securities rank equally in all respects from the date of allotment with an existing +class of quoted +securities?  If the additional securities do not rank equally, please state: <ul style="list-style-type: none"> <li>the date from which they do</li> <li>the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment</li> <li>the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment</li> </ul>	N/a	
41	Reason for request for quotation now Example: In the case of restricted securities, end of restriction period (if issued upon conversion of another security, clearly identify that other security)	N/a	
42	Number and +class of all +securities quoted on ASX (including the securities in clause 38)	<u>Number</u> N/a	<u>+Class</u>

## QUOTATION AGREEMENT

- 1 Quotation of our additional +securities is in ASX's absolute discretion. ASX may quote the +securities on any conditions it decides.
- 2 We warrant the following to ASX:
  - The issue of the +securities to be quoted complies with the law and is not for an illegal purpose.
  - There is no reason why those +securities should not be granted +quotation.
  - An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.
  - Section 724 or section 1016E of the Corporations Act does not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 737, 738 or 1016F of the Corporations Act at the time that we request that the +securities be quoted.
  - If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.
- 3 We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from or connected with any breach of the warranties in this agreement.
- 4 We give ASX the information and documents required by this form. If any information or document not available now, will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (will be) true and complete.

Sign here:

*D. Cesari*  
Company Secretary

Dated: 29 June 2010

Print Name:

Deana Cesari

# ANTARIA TAX EXEMPT EMPLOYEE SHARE PLAN RULES

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## ANTARIA TAX EXEMPT EMPLOYEE SHARE PLAN RULES

### 1. Definitions and Interpretation

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#### 1.1 Definitions

In these Rules the following words and expressions have the meanings indicated unless the contrary intention appears:

**Acquisition Date** means in respect of Shares subscribed for by a Participant pursuant to the Plan, the date on which such Shares are registered in the name of the Participant, or where the Shares are acquired by the Participant other than by way of subscription on such other date as is determined by the Board so as to ensure the Exemption Conditions are satisfied.

**Acquisition Price** means the issue price or purchase price of Shares offered for subscription or purchase (as the case may be) under clause 6.2.

**Applicable Law** means any one or more or all, as the context requires of:

- (a) the Corporations Act and its applicable regulations;
- (b) the Listing Rules;
- (c) any other applicable securities laws;
- (d) the Constitution;
- (e) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend (a), (b), (c), and (d) above; and
- (f) any other legal requirement that applies to the Plan.

**Application** means an application by an Eligible Employee to participate in the Plan made in response to an Invitation Letter.

**ASIC** means the Australian Securities and Investments Commission.

**Associated Bodies Corporate** of the Company means:

- (a) a body corporate that is a Related Body Corporate of the Company;
- (b) a body corporate that has Voting Power in the Company of not less than 20%; and
- (c) a body corporate in which the Company has Voting Power of not less than 20%.

**ASX** means ASX Limited trading as the Australian Securities Exchange.

**Board** means the board of Directors of the Company, a committee appointed by the board of directors of the Company as constituted from time to time, or any person who is provided with delegated authority by the board from time to time, which are or is appointed for the purposes of this Plan.

**Bonus Share** means a Share issued as part of a pro rata bonus issue to shareholders of the Company.

**Company** means Antaria Limited (ABN 54 079 845 855).

**Constitution** means the constitution of the Company as defined under the Corporations Act.

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

**Directors** means each director of any member of the Group.

**Dividends** means dividends paid by the Company.

**Eligible Participant** means, subject to clause 4, the executive and non-executive Directors of any member of the Group and Employees.

**Employee** means any full time or part-time employee of any member of the Group.

**Exemption Conditions** means the exemption conditions set out in section 83A-35 of the ITAA 1997.

**Group** means the Company and its Associated Bodies Corporate.

**Holding Lock** means a mechanism arranged or approved by the Board and administered by the Company (including through the Company's share registry or relevant stock exchange trading systems) that prevents Shares being disposed of by a Participant during the Holding Lock Period to ensure the Exemption Conditions are satisfied.

**Holding Lock Period** means, in relation to any particular Shares acquired by a Participant under the Plan, the period from the Acquisition Date until the earlier of:

- (a) the date three years after the relevant Acquisition Date of the Shares or such other date as may be determined by the Board in its discretion so as to satisfy the Exemption Conditions; or
- (b) the day after the date on which a Participant ceases to be an Employee or Director (as the case may be).

For the avoidance of doubt, a Participant who has been granted an approved leave of absence and who exercises the right to return to work, under any applicable award, enterprise agreement, other agreement, statute or regulation, will not be treated as having ceased to be employed by a member of the Group.

**Invitation** means an invitation to an Eligible Participant to acquire Shares under the Plan.

**ITAA 1997** means the *Income Tax Assessment Act 1997* (Cth) as amended from time to time.

**Listing Rules** means the listing rules, market rules or operating rules of a financial market in respect of which the Company's shares are quoted or are the subject of an application for quotation, including but not limited to the official listing rules of the ASX (as relevant).

**Participant** means a person:

- (a) whose Application to participate in the Plan has been accepted by the Company; and
- (b) who subscribes for and is issued Shares pursuant to these Rules or has Shares transferred to them pursuant to the Plan.

**Plan** means the Antaria Tax Exempt Employee Shares Plan established in accordance with these Rules.

**Related Body Corporate** has the same meaning as in the Corporations Act.

**Release Request** means a duly completed and executed request by a Participant in a form approved by the Board, for permission to have released from the Holding Lock all or a specified number of Shares held by a Participant.

**Remuneration** means, in relation to an Eligible Participant, the payments, emoluments and other benefits which the Eligible Participant may become entitled to receive from time to time as remuneration for services to be provided or work to be performed by the Eligible Participant in the course of, or in connection with, his or her employment as an employee of the Group or position as a Director including, but not limited to, salary, wages or fees (in the case of a Director).

**Rights** means any rights affecting a Share entitling the holder of the Share to acquire additional shares or other securities in the Company.

**Rules** means the rules in respect of the operations of the Plan as amended from time to time.

**Salary Sacrifice** means where the Employee agrees to contractually forgo part of their future Remuneration that they would otherwise receive in return for a benefit of a similar value.

**Security Interest** means a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature.

**Share** means a fully paid ordinary share in the capital of the Company or the shares into which such fully paid ordinary shares are consolidated or subdivided or otherwise adjusted from time to time.

**Tranche** means such number of Shares acquired by or issued to a Participant as a consequence of the acceptance of an Invitation.

**Voting Power** has the same meaning as in section 610 of the Corporations Act.

## 1.2 Interpretation

In these Rules unless the contrary intention appears:

- (a) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (b) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

- (c) a reference to any document (including these Rules) is to that document as varied, novated, ratified or replaced from time to time;
- (d) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (e) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (f) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of these Rules, and a reference to these Rules includes any schedule, exhibit or annexure to these Rules;
- (g) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (h) the word "includes" in any form is not a word of limitation;
- (i) a reference to "\$" or "dollar" is to Australian currency;
- (j) nothing in these Rules is intended to create a mortgage or other security over Shares; and
- (k) nothing in these Rules is intended to create an agency relationship between any trustee and the Company.

### 1.3 Applicable Laws

These Rules, the acquisition of any Shares and the rights attaching to the Shares will at all times be subject to the Applicable Laws.

### 1.4 Headings

In these Rules, headings are for convenience of reference only and do not affect interpretation.

### 1.5 Rounding

Where any calculation or adjustment to be made pursuant to these Rules produces a fraction of a cent or a fraction of a Share, the fraction will be eliminated by rounding down to the nearest whole number.

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## 2. Purpose

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The purpose of the Plan is to:

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

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## 3. Commencement of Plan

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The Plan will commence on the date determined by the Board.

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## 4. Operation of the Plan

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The Plan will be operated so that Shares acquired by Eligible Participants under the Plan satisfy the Exemption Conditions so as to permit the application of section 83-35 of the ITAA 1997.

Without limiting the foregoing, the Plan will be operated on a non-discriminatory basis within the meaning of that expression in section 83A-35(6) of the ITAA 1997.

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## 5. Maximum number of Shares to be issued

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The Company may not offer any Shares under this Plan if the number of Shares the subject of the offer when aggregated with:

- (a) the number of Shares which would be issued were each outstanding offer with respect to shares, units of shares and options to acquire unissued shares, under an employee incentive scheme to be accepted or exercised; and
- (b) the number of Shares issued during the previous 5 years pursuant to the Plan or any other employee incentive scheme of the Company extending only to Eligible Participants,

but disregarding any offer made, or option acquired or share issued by way of or as a result of:

- (c) an offer to a person situated at the time of receipt of the offer outside Australia; or
- (d) an offer that was an excluded offer or invitation within the meaning of the Corporations Act as in force before the commencement of Schedule 1 to the *Corporate Law Economic Reform Program Act 1999 (Cth)*; or
- (e) an offer that did not need disclosure to investors because of section 708 of the Corporations Act; or
- (f) an offer made under a disclosure document (as defined in the Corporations Act)

would exceed 5% of the number of Shares on issue at the time of the offer.

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## **6. Invitations to Participate**

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### **6.1 Invitations to Acquire Shares**

Subject to clause 5, the Board may from time to time make Invitations to Eligible Participants to acquire Shares under the Plan. The Invitations will be in such form and contain such content as the Board determines, but will in each case specify the consideration payable (if any) in respect of the Shares and the number and/or value of Shares which are the subject of the Invitation.

### **6.2 Acquisition Price**

The Board will determine from time to time at its discretion the Acquisition Price of Shares to be paid by Participants under the Plan. The Acquisition Price of Shares under the Plan will be specified in each Invitation.

## **7. Application**

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Unless otherwise determined by the Board in its sole and absolute discretion, an Eligible Participant who wishes to apply to participate in the Plan in response to an Invitation must on or before the period of time allowed for acceptance of the Invitation give an Application:

- (a) to the person specified in the Invitation; and
- (b) in accordance with any instructions or conditions set out in the Invitation.

## **8. Acquisition of Shares**

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### **8.1 Board's Discretion**

The Board may determine in respect of each Invitation to Eligible Participants the method by which Shares may be acquired under the Plan.

### **8.2 Methods**

Shares may be acquired under the Plan in the following ways as determined by the Board from time to time:

- (a) by way of allotment and issue of Shares in the Company;
- (b) by acquiring Shares in the ordinary course of trading or otherwise on the relevant stock exchange to be registered in the name of the Participant;
- (c) by acquiring Shares by off-market purchases to be registered in the name of the Participant; or
- (d) any combination of subclauses (a), (b), or (c).

### **8.3 Payment for Shares**

The method of payment for Shares will be determined by the Board from time to time, having regard to the following:

- (a) the Company may issue Shares to Participants for such amount as determined, including but not limited by issuing Shares for nil consideration;
- (b) the Company may require or invite an Eligible Participant to pay money on account of Shares to be acquired by a Participant under the Plan, either by cash or Salary Sacrifice, in relation to any Shares to be acquired either on the relevant stock exchange or by off-market purchase pursuant to clauses 8.2(b) or 8.2(c). On receipt of those funds the Company will arrange for the Shares either to be acquired on behalf of the Eligible Participant or issued to the Eligible Participant. The Company or one of its delegates will then be responsible for payment of the purchase price to the relevant party or parties. The Company will hold funds received on trust for the Eligible Participant concerned until the Shares are registered in the name of the Eligible Participant; and/or
- (c) Any combination of subclauses (a) or (b).

The Company will not require or invite an Eligible Participant to deposit with or lend money to any member of the Group in connection with the Plan.

## **9. Limit on Transfer or Encumbrance**

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### **9.1 No Transfer**

A Holding Lock will be applied to each Tranche of Shares held by a Participant under the Plan for the duration of the Holding Lock Period applicable to the relevant Shares. During the Holding Lock Period applicable to any Tranche of Shares, the Shares may not be transferred and a Participant must not grant (or purport to grant) any Security Interest in or over or otherwise dispose of or deal with (or purport to otherwise dispose or deal with) that Tranche of Shares held by the Participant or any interest in that Tranche of Shares so held.

### **9.2 Disposal Restrictions**

Each Participant:

- (a) agrees that the Shares held by the Participant will be subject to a Holding Lock for the Holding Lock Period applicable to the relevant Tranche of Shares; and
- (b) undertakes not to request the removal of the Holding Lock (or permit or authorize another person to do so).

### **9.3 Other Restrictions**

The Board may in its discretion take such action as it considers necessary to enforce the Holding Lock or otherwise ensure the Exemption Conditions are satisfied.

### **9.4 Endorsement on Share Certificates**

If possible, the Company will, or will arrange for its delegate to, endorse all share certificates for Shares (or holding statements or notifications reflecting ownership of the Shares where the

share register is maintained electronically) held by Participants pursuant to the Plan, with words to the following effect:

*“The Shares represented by this certificate are subject to the terms of the Antaria Tax Exempt Employee Shares Plan Rules which contains restrictions on the right of the shareholder named in the certificate to sell, encumber, transfer or otherwise dispose of the shares represented by this certificate. By this endorsement you are given notice of the terms of those Rules.”*

#### 9.5 Release of Shares

- (a) After the expiration of the Holding Lock Period a Participant will be entitled to submit a Release Request to the Company.
- (b) The Board will be entitled to approve a release of Shares from the Plan without a Release Request being lodged by a Participant at any time after the expiration of the Holding Lock Period.

#### 9.6 Quotation of Shares

Upon release of Shares which were issued by the Company to a Participant from the Holding Lock, if at that time the Company is listed on a relevant stock exchange, the Company will forthwith seek to have those Shares quoted on the relevant stock exchange.

#### 9.7 Subject to Law

The disposal of Shares is subject to any disposal restriction required by Applicable laws.

### **10. Rights Attaching to Shares**

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#### 10.1 Shares Rank Equally

Subject to clause 9, any Shares acquired, allotted or issued by the Company under the Plan will rank equally with all existing Shares on and from the date of issue in respect of all Rights issues, Bonus Share issues and Dividends which have a second date for determining entitlements on or after the date of issue of those Shares.

#### 10.2 Dividends

A Participant is entitled to all Dividends declared or paid on the Shares held by the Participant.

#### 10.3 Rights

A Participant is entitled to any Rights which accrue to Shares held by the Participant and may sell those Rights or accept the Rights and subscribe for the underlying securities or options in accordance with the terms of their offer.

#### 10.4 Voting

A Participant may exercise any voting rights attaching to those Shares, or may appoint a proxy to represent and vote for him or her, at any meeting of the members of the Company.

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## 11. Adjustments for capital reconstructions

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### 11.1 Adjustments as a result of variations to share capital

The number of Shares held by a Participant under the Plan may, at the sole and absolute discretion of the Board (but subject to the Listing Rules), be determined to be such number as is appropriate following any variation in the share capital of the Company arising from:

- (a) a reduction, subdivision or consolidation of share capital;
- (b) a reorganisation of share capital;
- (c) a distribution of assets in specie;
- (d) the payment of a dividend, otherwise than in the ordinary course, of an amount substantially in excess of the Company's normal distribution policy; or
- (e) any issue of Shares or other equity securities or instruments which convert into Shares by way of capitalisation of profits or reserves. Upon any adjustment being made pursuant to this clause the Board will notify each Participant (or his or her legal personal representative where applicable) in writing, informing them of the number of Shares to be then held by the participant.

### 11.2 Adjustments to be made only in accordance with Listing Rules

The Board will only exercise its powers pursuant to this clause if allowed by or pursuant to the Listing Rules.

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## 12. Administration of the Plan

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### 12.1 Plan to be administered in accordance with the Rules

The Plan will be administered by the Board in accordance with these Rules. The Board may make regulations for the operation of the Plan which are consistent with these Rules.

### 12.2 No Fiduciary Obligation

Any power or direction which is conferred on the Board by these Rules may be exercised by the Board in the interests or for the benefit of the Company, and Board is not, in exercising any such power or discretion, under any fiduciary or other obligation to any other person.

### 12.3 Delegation of Powers

Any power or discretion which is conferred on the Board by these Rules may be delegated by the Board for such period and upon such conditions as the Board may determine to:

- (a) a committee consisting of such Directors as the Board determines; or
- (b) any one or more persons selected by the Board, including but not limited to, a director or company secretary of any member of the Group from time to time.

### 12.4 Decisions are Final, Conclusive and Binding

Every exercise of discretion by the Board (or its delegate) and every decision of the Board (or its delegate) as to the interpretation, effect or application of these Rules is final, conclusive, and binding.

#### 12.5 Listing Rules

The provisions of the Listing Rules will apply to the Plan and to the extent that the Plan and the Listing Rules are inconsistent, the provisions of the Listing Rules will apply.

### 13. No Employment Contract

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Nothing in these Rules:

- (a) confers upon an Eligible Participant a right to Shares;
- (b) confers on a Participant or an Eligible Participant the right to continue as an employee of any member of the Group;
- (c) affects the rights of any member of the Group to terminate the employment or office of a Participant or an Eligible Participant;
- (d) affects the rights and obligations of any Participant or an Eligible Participant under the terms of their office or employment with any member of the Group;
- (e) confers any legal or equitable right on a Participant or an Eligible Participant whatsoever to take action against any member of the Group in respect of their office or employment; or
- (f) confers on a Participant or an Eligible Participant any rights to compensation or damages in consequence of the termination of their employment or office by any member of the Group for any reason whatsoever including ceasing to have rights under the Plan as a result of such termination.

### 14. Amendments to the Plan

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#### 14.1 Amendment of Plan

- (a) The Board may at any time amend these Rules or procure that the Company amends the terms and conditions upon which any Shares have been issued under the Plan.
- (b) No amendment to these Rules or to Shares granted under the Plan may be made if the amendment materially reduces the rights of any Participant in respect of Shares granted to them prior to the date of the amendment other than an amendment introduced primarily:
  - (i) for the purposes of complying with or confirming to present or future legislation governing or regulating the Plan or like plans;
  - (ii) to correct any manifest error mistake;
  - (iii) for the purpose of complying with Listing Rules;

- (iv) to allow the Company to utilise a trust arrangement for the purposes of dealing with Shares under the Plan; or
  - (v) to take into consideration possible adverse taxation implications in respect of the Plan from matters including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation authorities administering such legislation.
- (c) The Board may determine or procure that any amendment to these Rules or the terms of Shares granted under the Plan be given retrospective effect.
- (d) Amendment of these Rules or the terms and conditions upon which Shares are granted under the Plan by the Board or the Company at the request of the Board will be of immediate effect unless otherwise determined by them.
- (e) As soon as reasonably practicable after the making of any amendment to these Rules or the terms and conditions of Shares granted under the Plan the Board will give notice of the amendment to any Participant affected by the amendment. Failure by the Board to notify a Participant of any amendment will not invalidate the amendment as it applies to that Participant.

#### 14.2 Amendment by Addendum

Subject to any other provision of these Rules, the Board may from time to time amend the terms of this Plan as they will apply in particular jurisdictions or circumstances by means of an addendum to these Rules.

#### 14.3 Termination or Suspension

- (a) Subject to clause 14.3(b), the Board may at any time terminate the Plan or suspend the operation of the Plan for such period or periods as it thinks fit.
- (b) The Board may only terminate the Plan in the event that no Holding Lock Period continues to apply to any Share held by the Participant under the Plan.

### 15. Expenses

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Unless otherwise determined by the Board at its absolute discretion, the Company:

- (a) will be responsible for any brokerage or incidental expenses which may become payable by a Participant in connection with the issue and allotment of Shares; but
- (b) will not be responsible for any brokerage or incidental expenses which may become payable by a Participant in connection with the subsequent sale, transfer or disposal of Shares in accordance with this Plan.

### 16. ASIC Relief

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Notwithstanding any other provisions of the Plan, every covenant or other provisions set out in an exemption or modification granted from time to time by ASIC in respect of the Plan or which

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applies to the Plan pursuant to its power to exempt and modify the Corporations Act and required to be included in the Plan in order for that exemption or modification to have full effect, is deemed to be contained in the Plan. To the extent that any covenant or other provision deemed by this clause to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision will prevail.

#### **17. Notices**

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

#### **18. Governing Law**

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The Plan is governed by and will be construed and take effect in accordance with the laws of Western Australia.