

MMC Contrarian Limited Executive Share Plan

Plan Rules

23 May 2007, as amended 26th August 2009

1. Purpose

- 1.1 The MMC Contrarian Limited Executive Share Plan has been established by the Company to show its recognition of Employees' contribution by providing an opportunity to share in the future growth and profitability of the Company. This will also align the interests of the Employees more closely with the interests of shareholders. The Company wishes to do this by offering Eligible Employees the ability to acquire Shares in the Company.
- 1.2 The manner in which Eligible Employees will be invited to participate in the Plan is set out in these Rules.
- 1.3 The Plan commences on the date these Rules are adopted by the Company or any later date that the Board decides upon.

2. Definitions and Interpretations

- 2.1 In these Rules unless the context otherwise requires:

Acquisition Date means the date on which Shares are transferred or allotted to a Participant. The term "acquired" in relation to Shares, and grammatical variations of that term, where used in the Plan Rules, refer to Shares being transferred or allotted.

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

- (a) the Corporations Act;
- (b) the ASX Listing Rules;
- (c) the constitution of the Company;
- (d) the Tax Act;
- (e) any practice note, policy statement, class order, declaration, guideline, policy, procedure, ruling or other guidance note made to clarify or expand (a), (b), (c) or (d) above;
- (f) any other legal requirement that applies to the Plan.

Application Form means a completed and signed form of acceptance by an Eligible Employee of an offer in a form approved by the Board.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 or the market which it operates, as the context requires.

ATO means the Australian Taxation Office.

Board means the board of directors of the Company.

Bonus means cash bonus or short term incentive that a Participant may be entitled to or such other part of the Participant's remuneration as the Board determines.

Business Day means any day other than Saturday, Sunday or a recognised public holiday in the capital city of the State, the governing law of which applies under Rule 23.

Company means MMC Contrarian Ltd ACN 106 248 248.

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

Deal means mortgage, charge pledge, lien, encumber or otherwise dispose of or deal and

Dealing has a corresponding meaning.

Disposal Request means a request from a Participant for disposal of Shares under the Plan.

Disqualifying Circumstances means cessation of employment in any of the following circumstances, subject to the definition of Qualifying Circumstances:

- (a) the Participant resigns when not all Performance Conditions and Vesting Conditions have been satisfied (or waived); or
- (b) the Company terminates the employment of the Participant as a result of:
 - (i) serious misconduct, including (without limitation) fraudulent, dishonest or illegal behaviour;
 - (ii) material or persistent breach of the Participant's employment agreement or terms of employment;
 - (iii) gross negligence;
 - (iv) conduct which damages the reputation or standing of the Company; or
 - (v) other circumstances which, in the opinion of the Board, would justify summary dismissal of the Participant.

Eligible Employee means an employee or Director of the Company whom the Board decides is to receive an Invitation or a Related Entity nominated by such an Employee or Director and approved by the Board.

Employee means any person who is a full-time or part-time employee of a Group Company with at least 6 months' service or such other service period as the Board decides.

employment in the case of a Director means continuing to hold office as a director, but employment will not be taken to have ceased merely because a Director retires as a director at a general meeting and is re-elected at that same general meeting.

Financial Assistance means a loan made to a Participant on the terms and conditions in or accompanying an Invitation, or in the absence of such terms on the terms and conditions of these Rules, to enable the Participant to subscribe for Shares.

Free Shares means Shares that the Board may decide to offer to an Eligible Employee at no cost or discounted cost to that Eligible Employee.

Government Agency means a governmental or semi governmental department, authority, tribunal, body or other similar entity.

Group Company means the Company, any holding company of the Company, any Subsidiary of the Company or a Subsidiary of a holding company of the Company, where holding company has the same meaning as in the Corporations Act.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Holding Lock means a mechanism to prevent a Participant Dealing with Shares during the Holding Lock Period.

Holding Lock Period means the period specified in an Invitation, and if no period is specified then it is from the date that the Shares are allocated to a Participant under the Plan until the earliest of:

- (a) the 5th anniversary of that date;
- (b) the date on which the Participant ceases employment;
- (c) the receipt of written consent of the Board following a Disposal Request made before the end of the 5 years; and
- (d) when the Plan is terminated.

Invitation means an offer in writing to acquire Shares made under Rule 5.2.

Market Value means:

- (a) where the Company's Shares are listed on the ASX (or another approved stock exchange within the meaning of section 139GD of the Tax Act):
 - (i) the weighted average of the prices at which those Shares are traded on that stock exchange during the one week period up to and including that day; or
 - (ii) if no Shares are traded on that stock exchange during that one week period, the last price at which an offer to buy is made on that stock exchange during that period; or
 - (iii) if no such offer is made, the value determined under section 139FB of the Tax Act if that section applied to the Share; or
- (b) where the Company's Shares are not listed on an approved stock exchange within the meaning of section 139GD of the Tax Act, the arm's length value of the Shares:
 - (i) as specified in a written report by the Company's auditor, where the report is in a form approved by the ATO; or

- (ii) as calculated in accordance with any other method which has been approved in writing by the ATO as a reasonable method of calculating the arm's length value of unlisted shares.

Notice includes a demand, request, consent, approval, offer and any other instrument or communication made, required or authorised to be given under a provision of these Rules.

Participant means an Eligible Employee whose Application Form is accepted by the Board and who agrees to be bound by these Rules, and the Company's constitution and who acquires Shares in accordance with Rule 6.

Performance Conditions means performance criteria, if any, determined by the Board and set out in the Invitation.

Plan means the MMC Contrarian Ltd Executive Share Plan governed by these Rules.

Plan Year means the period of twelve calendar months ending on 30 June each year.

Power means any power, authority, trust or discretion that the Company may exercise through the Board under these Rules or any law.

Purchase Value means in relation to a Participant in respect of a Plan Year the amount decided by the Board under Rule 6.4.

Qualifying Circumstances means cessation of employment in circumstances which are not Disqualifying Circumstances. However, if cessation of employment occurs for any of the following reasons then it will be in Qualifying Circumstances and not Disqualifying Circumstances:

- (a) genuine retirement after reaching the age of 65 years or otherwise as agreed by the Company to be genuine retirement for the purposes of this Plan;
- (b) termination of employment by the Company due to genuine redundancy;
- (c) retirement due to ill health which persists for at least 3 months and which prevents the Participant from carrying out his or her previous employment functions;
- (d) total and permanent disablement which prevents the Participant from carrying out his or her previous employment functions; or
- (e) other circumstances which the Board, in its discretion, determines are Qualifying Circumstances.

Related Entity means an entity controlled by an employee of the Company or of which an employee of the Company is a beneficiary and may include a corporate entity or trust.

Rules means the rules governing the Plan as amended from time to time.

Salary means the base salary of an Employee but does not include any cash bonus or incentive or any other part of the Employee's remuneration unless the Board decides otherwise.

Shares means fully paid ordinary shares in the capital of the Company.

Subsidiary has the same meaning as in the Corporations Act.

Tax means a tax, levy, charge, impost, fee, deduction, withholding or duty of any nature, including stamp and transaction duty or any goods and services tax (including GST), value added tax or consumption tax, which is imposed or collected by a Government Agency. This includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed in addition to those amounts.

Tax Act means the *Income Tax Assessment Act 1936 (Cth)* or the *Income Tax Assessment Act 1997 (Cth)* or both, as the context requires. References to specific sections of the Tax Act are to sections of the *Income Tax Assessment Act 1936 (Cth)*.

Termination Date means the date an Employee ceases to be employed by the Company or its Subsidiaries within the meaning of section 139CA(3) of the Tax Act.

Vesting Conditions means the service periods or other conditions, if any, that the Board may decide have to be satisfied before an Employee can dispose of Shares in accordance with Rule 10.

2.2 In these Rules unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) reference to a person includes the legal representative of that person and also bodies corporate and other legal entities recognised by law;
- (c) a reference to any legislation or to a provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (d) headings are for convenience only and do not affect the interpretation of these Rules;
- (e) the expressions "including", "such as" and similar words or expressions are not words or expressions of limitation;
- (f) where any word or phrase is defined in these Rules, any part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- (g) where these Rules require or envisage that something will occur or be done on a certain day and that day is not a Business Day, that thing may occur or be done on the next Business Day.

3. Administration of the Plan

3.1 The Board will administer the Plan in accordance with these Rules. The Board may make regulations and policies for the operation of the Plan provided they are consistent with these Rules.

3.2 The Board will ensure that a complete register of Participants is maintained for administration and management of the Plan in accordance with the Applicable Law.

- 3.3 In exercising any Powers under the Rules or any law, the Board may exercise those Powers in its absolute discretion and may vary or withdraw any decision to exercise a Power at any time. In this Rule 3.3 a reference to "exercising any Power" includes a decision to refrain from exercising a Power that the Board might otherwise exercise.
- 3.4 Any Power conferred on the Board by these Rules may be exercised by the Board in the interests of and for the benefit of the Company and any Group Company. The Board is not, in exercising that Power, under any fiduciary or other obligation to any other person.
- 3.5 Any decision of the Board as to the interpretation, effect or application of these Rules will be final. Any dispute or difference of any nature relating to the Plan will be referred to the Board and its decision will be final and binding.
- 3.6 The Board may delegate all or any of its Powers under these Rules to any person or persons for any period and on any conditions that the Board decides upon including, but not limited to, a plan administrator.
- 3.7 If a plan administrator is appointed under Rule 3.6 that plan administrator will administer the Plan in accordance with these Rules and any procedures determined by the Board consistent with the Plan Rules and agreed with the plan administrator.
- 3.8 The Board may take and rely upon independent professional or expert advice in relation to any of its Powers under these Rules.

4. Eligibility

- 4.1 The Board may decide that Invitations will be issued on different terms for different Eligible Employees. In making this decision the Board may have regard to:
- (a) the Employee's length of service with the Company;
 - (b) the Employee's position and remuneration; and
 - (c) any other matters the Board considers relevant.
- 4.2 The Board may decide that an Employee may not participate in the Plan if the Employee is participating, or is eligible to participate, in any other share or option plan operated by the Company or another Group Company.
- 4.3 The Board may decide at any time that an Employee may not participate in the Plan if the Employee's participation would be unlawful.

5. Making of Offers

- 5.1 Only Eligible Employees are entitled to participate in the Plan.
- 5.2 The Company may offer Shares to Eligible Employees by Invitation. The Board, subject to these Rules, can decide when to make an Invitation. Each Invitation constitutes an offer to the Eligible Employee.
- 5.3 The Invitation must be in writing and will be accompanied by any other information and documents required by the Applicable Law, including a summary or a copy of these Rules

5.4 The Invitation must specify:

- (a) the name and address of the Eligible Employee to whom the offer is made;
- (b) the date of the offer;
- (c) the applicable Holding Lock Period;
- (d) the maximum number of Shares that can be acquired by an Eligible Employee under the Plan;
- (e) the number of Free Shares, if any, to be acquired on behalf of Eligible Employees;
- (f) the time period, if any, in which to accept the Invitation;
- (g) the Performance Conditions and/or Vesting Conditions, if any;
- (h) any Financial Assistance offered;
- (i) the proposed Acquisition Date; and
- (j) anything else that the Board considers relevant.

5.5 Contents of the Invitation may be disclosed to any Governmental Agency in order to comply with Applicable Law.

6. Acceptance

6.1 An Eligible Employee may accept an Invitation by delivering an Application Form together with any documentation required in relation to the Financial Assistance to the Company within the time period specified in the Invitation.

6.2 An Eligible Employee may accept an Invitation in whole or in part (subject to any conditions stated in the Invitation).

6.3 By accepting an Invitation an Eligible Employee:

- (a) becomes a Participant;
- (b) is deemed to have agreed to become bound by these Rules and the Company's constitution; and
- (c) agrees to the terms of the Financial Assistance,

unless the Board rejects or varies the Application Form under Rule 6.4.

6.4 The Board may decide:

- (a) to accept or reject an Application Form;
- (b) not to allow Shares to be acquired by any/or all Eligible Employees; or

- (c) to vary the number or dollar value of Shares that can be acquired by each Eligible Employee relative to the number or dollar value stated in the Invitation.

If the Board exercises its discretion to do any of these things it will notify affected Eligible Employees as soon as practicable.

- 6.5 If a person ceases to be an Employee before the date when the Shares are acquired by them under the Plan, they will not be entitled to acquire those Shares under the Plan.

7. Entitlements

- 7.1 Except where Rule 7.2 applies, where the Board accepts an Application Form the Participant will be allocated the number of Shares determined in accordance with the following formula:

A ÷ B where:

A is the Purchase Value; and

B is the Market Value or, if a fixed value per Share is specified in the Invitation, that value.

- 7.2 Where an Invitation sets out a number of Shares that can be acquired by a Participant:

- (a) the formula described in Rule 7.1 will not apply; and
 (b) the number of Shares will be equivalent to the number that the Board agrees may be acquired by the Participant in accordance with Rule 6.4.

- 7.3 Subject to these Rules, Shares acquired by Participants under these Rules will be registered in the name of the Participant.

- 7.4 Where the number of Shares acquired by a Participant under this Rule 7 is not a whole number, the number will be rounded down to the nearest whole number.

8. Method of Acquisition and Quotation of Shares

- 8.1 Shares may be acquired by the Board and allocated to Participants for the purposes of the Plan:

- (a) by way of allotment and issue of Shares by the Company to the Participant; or
 (b) by reallocating Shares held by existing Participants who have forfeited their interest in Shares under Rule 9 or requested a disposal under Rule 10; or
 (c) by reallocating Shares held in respect of Participants who have ceased employment within the meaning of Section 139CA(3) of the Tax Act; or
 (d) if the Shares are listed on the ASX or another stock exchange by making an on market purchase of the Shares in the ordinary course of trading on the ASX or the other stock exchange.

- 8.2 If Shares are issued under this Plan, they will, from the date of allotment, rank equally with all other issued Shares in all respects including with respect to voting rights and entitlements to participate in dividends, future rights and bonus issues. These rights apply even if the Shares are subject to the Holding Lock.
- 8.3 If the Shares are listed on the ASX or another stock exchange the Company will make application to the ASX or the other stock exchange for official quotation of Shares issued under the Plan in accordance with Applicable Law.
- 8.4 If after acquiring Shares for Participants under Rule 8.1 there remain Shares that are unallocated, these Shares can be used to meet further acquisitions under the Plan or sold and the proceeds of sale used towards the costs of administering the Plan.
- 8.5 If any Share is allocated in error to an individual who is not the owner of those Shares under these Rules, then that individual will have no right or interest in the Share and will be required to execute any documents or do anything else required by the Board to correct the error.

9. Disposal Restrictions

- 9.1 The Company will apply a Holding Lock to all Shares held under the Plan for the duration of the Holding Lock Period.
- 9.2 While Shares are subject to a Holding Lock, the Participant may not:
- (a) transfer those Shares; or
 - (b) deal with those Shares.
- 9.3 Where all Performance Conditions and Vesting Conditions (if any) attaching to the Shares have been satisfied a Holding Lock will cease to have effect if:
- (a) the Board accepts a Disposal Request;
 - (b) 5 years have passed from the Acquisition Date; or
 - (c) the Participant ceases employment,
- provided that the Financial Assistance and any interest that has accrued has been repaid.
- 9.4 At the completion of the Holding Lock Period (but subject to all Performance Conditions and Vesting Conditions (if any) having been satisfied and the Financial Assistance and interest having been repaid) the Participant will hold Shares subject to the terms and conditions specified in the Company's constitution and the Applicable Law. The lifting of the Holding Lock does not limit any of the Company's or the Board's legal rights in relation to the Shares under these Rules, the Company's constitution, the Applicable Law or otherwise.
- 9.5 The Board may do anything that it considers appropriate to give effect to the provisions of this Rule 9. Each Participant consents to the Board doing everything that is necessary or convenient to give effect to this Rule 9.

10. Disposal requests

- 10.1 Where the Company's constitution or Applicable Law require ordinary shareholders to apply to the Company to dispose of their Shares, or where the Participant elects, the following disposal procedures apply to Shares under the Plan.
- 10.2 A Participant may make a Disposal Request to the Company or plan administrator that their Shares be disposed of on their behalf in accordance with Rule 10.4. However, a Participant can only make a Disposal Request for their Shares when the Performance Conditions and Vesting Conditions are satisfied for those Shares.
- 10.3 Unless a Participant ceases employment within the meaning of section 139CA(3) of the Tax Act (in which case Rule 11 will apply), a Participant can only make a Disposal Request for their Shares if the number of Shares that a Participant requests to be disposed of is more than 2000 Shares unless the Board determines otherwise or the Participant is making a Disposal Request for all their Shares under the Plan.
- 10.4 Where a Disposal Request is accepted in full or part, the Shares will be offered and may be sold or reallocated to one or more of the following (in the discretion of the Board):
- (a) give effect to acquisitions by Participants under the Plan in accordance with Rule 8;
 - (b) the Company in accordance with the buy back provisions of the Applicable Law; and
 - (c) sale on ASX.
- 10.5 The price at which Shares are sold or reallocated under Rule 10.4(a) or (b) will be their Market Value at the time of the disposal.
- 10.6 The price at which Shares are sold under Rule 10.4(c) will be the sale price actually achieved by the Company, net of brokerage and other reasonable costs of sale. The Company and the Directors are not liable to a Participant under any circumstances for a loss or failure to achieve a particular price upon sale, including because of a delay in selling, choice of method of sale, or timing of the sale.
- 10.7 Payment for disposal of Shares will be due within a reasonable time period after the Shares have been reallocated or sold in accordance with Rule 10.4. The Participant will receive the net proceeds from the disposal after repayment of Financial Assistance (including accrued interest).
- 10.8 If only part of a Participant's Shares can be sold or reallocated in accordance with Rule 10.4, a part payment may be made for the Participant's Shares, with the remaining payment being made following a subsequent sale or reallocation under Rule 10.4. However, all proceeds will be directed to repayment of Financial Assistance and the Participant shall not receive any proceeds unless all Financial Assistance (including accrued interest) has been repaid.
- 10.9 For the purposes of the sale or transfer of Shares, the Participant authorises the Company to do anything reasonably required to give effect to the disposal. If Shares are sold, an amount may be deducted from the proceeds of sale equal to all outgoings and expenses incurred in selling those Shares.

11. Financial Assistance

- 11.1 A Participating Employee may apply to the Company for Financial Assistance to finance the Participating Employee's subscription for Plan Shares.
- 11.2 An application for Financial Assistance must be submitted at the same time as accepting an Invitation. The terms and conditions of the Financial Assistance will be determined by the Company and included with each Invitation.
- 11.3 Financial Assistance will be a loan equal to the Purchase Value. The interest rate on the Financial Assistance will be the interest rate specified in the Invitation (if any). If no interest rate is specified in the Invitation the interest rate will be 8% per annum, calculated daily.
- 11.4 Repayment of Financial Assistance must be made in accordance with the terms of Financial Assistance which are in or accompany an Invitation. If no repayment terms are so specified, then repayment will occur as follows:
- (a) Financial Assistance is repayable by the Participant in full within 5 years after the date on which the Financial Assistance was granted, unless it is required to be repaid at an earlier date owing to the operation of these Rules.
 - (b) Financial Assistance shall become immediately due and payable upon the Participant ceasing to be an employee. However, if the Participant ceases to be an employee in Qualifying Circumstances then the Financial Assistance may be repaid within 60 days after the cessation, or a longer period determined by the Board in its discretion.
 - (c) Financial Assistance shall become immediately due and payable if the Performance Conditions or Vesting Conditions specified in the Invitation are not met within the time specified in the Invitation.
 - (d) Financial Assistance shall become immediately due and payable if an application is made to a court for an order, or an order is made, that the Participant be made bankrupt.
- 11.5 By accepting Financial Assistance the Participant:
- (a) authorises the Company in its absolute discretion to sell any bonus shares, rights or other distributions other than dividends which the Participant may otherwise receive in respect of the Plan Shares and to apply all proceeds thereof in reduction of the Financial Assistance; and
 - (b) subject to the terms of the Financial Assistance, authorises the Company to pay the after tax equivalent of all dividends received on the Plan Shares to itself in repayment of the interest on the Financial Assistance, or to the extent that the interest on the Financial Assistance may be less than the after tax equivalent of the dividend, in repayment of the principal of the Financial Assistance.
- 11.6 The amount repayable will be calculated as follows:
- (a) If Financial Assistance provided to a Participant becomes repayable after all Vesting Conditions and Performance Conditions have been satisfied or are waived by the Board, or becomes repayable upon cessation of the

Participant's employment in Qualifying Circumstances, then the Company shall accept in full and complete satisfaction of the Participant's indebtedness in relation to the Financial Assistance any of the following, at the election of the Participant:

- (i) the total amount of all moneys owing by the Participant to the Company in relation to the Financial Assistance including accrued interest; or
 - (ii) a Disposal Request by the Participant, in which case Rules 10.4 to 10.7 will apply and if the proceeds of sale (or deemed proceeds of sale under Rule 10.5) exceed the total amount owing to the Company by the Participant, the surplus (if any) shall be paid by the Company to the Participant; or
 - (iii) if the Market Value of the Shares is less than the Financial Assistance (including accrued interest) - the transfer of the Shares held by the Participant to the Company by way of buy-back, or a transfer to a person nominated by the Company; and
- (b) if Financial Assistance provided to a Participant becomes repayable in any other circumstances, the Participant must transfer the Participant's Plan Shares to the Company by way of buy-back, or a transfer them to a person nominated by the Company. In such circumstances the Participant forfeits any entitlement to the surplus of the value of the Plan Shares over the Financial Assistance (if any) or any other benefit in respect of the Plan Shares.

Limited recourse

11.7 If Financial Assistance is discharged or repaid under clause 11.6 then no further amount will be repayable by the Participant to the Company under the Financial Assistance (including accrued interest) in respect of the Shares, and no further amount will at any time be recoverable by the Company from the Participant in respect of the Financial Assistance.

12. Security for Financial Assistance

12.1 As security for Financial Assistance, a Participant must grant to the Company:

- (a) a pledge of the Shares acquired by the Participant at the time the Financial Assistance is provided to the Participant; and
- (b) a charge over:
 - (i) all the bonus shares, rights and further shares issues in respect of those Shares; and
 - (ii) all the dividends paid or payable on those Shares or other shares the subject of the charge.

12.2 The Participant must not create other than in favour of the Company any security interest over any Shares or otherwise Deal with those Shares whilst they are subject

to the restrictions of the Plan. Should the Participant create such a security interest over the Shares the Participant must transfer the Shares to the Company, the subject of the Plan, as the full settlement of any outstanding loans related to the Shares and have no further entitlement under the Plan.

13. Cessation of Employment

- 13.1 When a Participant ceases employment within the meaning of section 139CA(3) of the Tax Act and the Company's constitution or Applicable Law limits the number of non-employee shareholders that the Company may have, the Participant may be required to sell or transfer their Shares to the Company, Plan administrator or another nominee of the Company. In that case the Participant authorises the Company to deal with the Shares in accordance with any of the methods described in Rule 10.4 and payment will be made in accordance with Rules 10.5 to 10.7.
- 13.2 Unless the Board decides otherwise payment for Shares that relate to individuals who previously terminated their employment within the meaning of section 139CA(3) of the Tax Act, but who have not received payment in full for their Shares will be given priority.

14. Change of control

- 14.1 Unless the terms of an Invitation provide otherwise, all Performance Conditions and Vesting Conditions in relation to particular Plan Shares will be deemed to have been satisfied if:
- (a) a person who did not Control the Company at the date of issue of the Plan Shares gains Control of the Company (but only if the person is not itself Controlled by another person who Controlled the Company at the date of issue); or
 - (b) other circumstances occur which the Board determines in its absolute discretion are analogous to a Control transaction and justify removal of Performance Conditions and/or Vesting Conditions.
- 14.2 In this Rule 14 "**Control**" means where a person and its related bodies corporate (as defined in the Corporations Act) together hold more than 50% of the Shares then on issue.

15. Transfer

- 15.1 Invitations are personal to an Eligible Employee and any rights of acceptance under an Invitation may not be transferred to another person.
- 15.2 Except to the extent that these Rules expressly permit, Participants must not Deal with their Shares or any interest relating in any way to those Shares, and any such Dealing will not be recognised by the Company.

16. Issue Limitations and Legal Restrictions

- 16.1 The Board may decide to set a limit on the number of Shares that may be issued under the Plan. If the Board does set a limit then no further Shares can be issued

and no further offers can be made to issue Shares under this Plan if the total number of Shares:

- (a) (a) already issued; and
- (b) (b) the subject of all outstanding offers,

would exceed that limit.

16.2 Shares may not be offered under the Plan to an Eligible Employee to the extent that, immediately following acceptance of the Shares the Eligible Employee:

- (a) would hold a legal or beneficial interest in more than five percent (5%) of the Shares; or
- (b) would be in a position to cast, or control the casting of, more than five percent (5%) of the maximum number of votes that might be cast at a general meeting of the Company.

16.3 No Invitation can be made to an Eligible Employee if the total number of Shares issued under this Plan, and Shares issued during the past five (5) years under any employee share scheme of the Company exceeds six per cent (6%) of the total number of issued Shares of the Company, at the time the Invitation is made.

16.4 Shares may not be granted, assigned, dealt with or issued, under the Plan, if to do so would contravene the Applicable Law.

17. Amendment of the Plan

17.1 Subject to the Applicable Law, the Board may amend any or all of these Rules in any matter whatsoever by resolution.

17.2 To avoid doubt, the Board is not constrained in amending the Rules by the fact that an amendment will or may adversely affect the rights of one or more Participants.

17.3 No amendment of the provisions of these Rules is to reduce the rights of any Eligible Employee in respect of Shares issued to the Eligible Employee under the Plan prior to the date of the amendment, other than an amendment introduced primarily to comply with Applicable Law.

17.4 Any amendment made pursuant to this Rule 17 may be given such retrospective effect as is specified in the written instrument or resolution that makes the amendment.

17.5 The Board may at any time by resolution create special terms and conditions applicable to Eligible Employees resident or citizens of countries other than Australia. The terms and conditions will apply only to those specific Employees.

18. Termination or Suspension of the Plan

18.1 Subject to the Applicable Law, the Plan may be terminated or suspended at any time by the Board, as well as in the circumstances described in Rule 14.

- 18.2 On termination or suspension of the Plan, Shares or other property held for the purposes of the Plan may be dealt with in any manner provided by the Company's constitution, subject to Applicable Law. The Board may do anything else it considers appropriate to give effect to the termination or suspension of the Plan.
- 18.3 A Participant may not claim any compensation as a result of termination or suspension of the Plan. No further Invitations will be offered under the Plan.

19. Rights of Participants

- 19.1 Nothing in these Rules:
- (a) confers on any Eligible Employee or Participant the right to continue as an Employee of any Group Company;
 - (b) confers on any Employee the right to become or remain an Eligible Employee or to participate under the Plan;
 - (c) affects any rights which a Group Company may have to terminate the employment of an Eligible Employee or Participant;
 - (d) may be used to increase damages in any action brought against any Group Company in respect of any such termination of employment. In particular, Participants have no rights to claim compensation or damages in respect of any loss of entitlements resulting from any such termination that may affect the Participants' interests in respect of Shares; or
 - (e) confers any responsibility or liability on any Group Company or its directors, officers, employees, representatives or agents in respect of any taxation liabilities of the Eligible Employees or Participants.
- 19.2 Eligible Employees should obtain their own independent advice on financial, taxation and other consequences of participating in the Plan.

20. Connection with Other Plans

- 20.1 Participation in this Plan does not affect, and is not affected by, participation in any other incentive or other scheme operated by any Group Company unless the terms of that other scheme provide otherwise.

21. Costs

- 21.1 Subject to this Rule 21 and Rule 8.4, the Company will pay all expenses, costs and charges in relation to the establishment, implementation and administration of the Plan, including all transaction costs incurred in or associated with the allotment and acquisition of Shares by Participants for the purposes of the Plan.
- 21.2 A Participant will not be liable for any costs associated with the implementation and administration of the Plan unless the Board decides otherwise. If the Board so decides, it must inform the Participant prior to allocating any such expense to a Participant.
- 21.3 Despite the preceding provisions of this Rule 21, Participants will be liable for any brokerage and Tax associated with their participation in the Plan.

22. Severance

22.1 If any provision of these Rules is void, voidable or unenforceable that provision will be severed and the remainder of these Rules will have full force and effect.

23. Governing Law

23.1 This Plan is governed by the laws of New South Wales and the parties agree to submit to the jurisdiction of the courts of that State in all matters arising out of this Plan.

24. Notices

24.1 If these Rules permit or require a Notice to be given to another person, that Notice:

- (a) must be in writing in the English language; and
- (b) may be given or served by email, facsimile, prepaid post or by hand to the intended recipient at the address, or using a facsimile number or email address, that has previously been advised as the recipient's address, facsimile number or email address.

24.2 Unless there is proof to the contrary, a Notice will be deemed to have been given to the party to whom it was sent:

- (a) in the case of hand delivery, on the date on which the Notice was delivered between 9.00am and 5.00pm on a Business Day;
- (b) in the case of prepaid post, 2 Business Days after the date of dispatch;
- (c) in the case of facsimile transmission or email, at the time of dispatch provided that following transmission the sender receives a transmission confirmation report.

24.3 A Notice given under these Rules is sufficient if:

- (a) in the case of a company, it is signed or sent by a director or secretary of the company or another authorised person;
- (b) in the case of an individual, it is signed or sent by that individual.

An email does not need to be signed.

24.4 The provisions of this Rule 24 are in addition to any other form of service permitted by law.

Version 3 Dated this 26th August 2009
Version 2 23rd May 2007
Version 1 5th December 2006