Cleansing Notice

Cleansing Notice - NOTICE UNDER SECTION 708A(5)(e) OF THE CORPORATIONS Act

Friday 13 October 2017 - Australian robotic technology company **Fastbrick Robotics Limited (ASX:FBR)** ('Fastbrick' or 'the Company') confirms that on 10 October 2017 it completed the issue of 11,333,336 fully paid ordinary shares (Shares) in the capital of the Company. The Shares were allotted as a result of the achievement of two of the three vesting conditions associated with the director equity plan. The director equity plan was approved by shareholders at the 2016 Annual General Meeting.

The Company gives notice pursuant to section 708A(5)(e) of the Corporations Act 2001 (Cth) (Corporations Act) that:

1. the Company issued the Shares without disclosure under Part 6D.2 of the Corporations Act; and

2. as at the date of this notice, the Company has complied with:

   (a) the provisions of Chapter 2M of the Corporations Act as they apply to the Company; and
   (b) section 674 of the Corporations Act; and

3. as at the date of this notice, there is no information to be disclosed which is excluded information (as defined in sections 708A(7) and 708A(8) of the Corporations Act) that is reasonable for investors and their professional advisers to expect to find in a disclosure document. 'Excluded Information' is information:

   (a) that has been excluded from a continuous disclosure notice in accordance with the ASX Listing Rules; and
   (b) that investors and their professional advisers would reasonably require for the purpose of making an informed assessment of:
      (i) the assets and liabilities, financial position and performance, profits and losses and prospects of the Company; or
      (ii) the rights and liabilities attaching to the Shares.

For more information please contact:

Fastbrick Robotics
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About Fastbrick Robotics
Fastbrick Robotics Limited (ASX:FBR) is an Australian robotic technology company developing and commercialising digital construction technology solutions. Fastbrick Robotics' revolutionary bricklaying machine Hadrian X represents the first application of the Company's underlying intellectual property portfolio. Hadrian X is a globally patented 3D robotic bricklaying system and marks the transition to dynamically stabilised robots (DSR) operating outdoors in uncontrolled environments.

Fastbrick is currently advancing its robotics technology through a Memorandum of Understanding (MOU) with Caterpillar Inc. (NYSE:CAT) demonstrating global scalability and a MOU with the Kingdom of Saudi Arabia highlighting customer demand for Fastbrick's technology. Fastbrick is committed to improving the safety, speed, accuracy, cost and waste management in the global construction industry through utilising the world's latest innovations in mobile robotic technology.

To learn more please visit: www.fbr.com.au and to watch Hadrian X in motion please visit http://tinyurl.com/y7yrgz82

Rule 2.7, 3.10.3, 3.10.4, 3.10.5

Appendix 3B

New issue announcement, application for quotation of additional securities and agreement

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 01/07/96 Origin: Appendix 5 Amended 01/07/98, 01/09/99, 01/07/00, 30/09/01, 11/03/02, 01/01/03, 24/10/05, 01/08/12, 04/03/13

Name of entity

Fastbrick Robotics Limited

ABN

58 090 000 276

We (the entity) give ASX the following information.

Part 1 - All issues

You must complete the relevant sections (attach sheets if there is not enough space).

1	+Class of +securities issued or to be issued	(a) Subscriber Option (Caterpillar Option) (b) Incentive Options. (c) Fully paid ordinary shares (Shares) issued on conversion of performance rights.
2	Number of +securities issued or to be issued (if known) or maximum number which may be issued	(a) 1 (subject to conversion formula disclosed in the Shareholder General Meeting held on 2 October 2017 – refer Attachment 1) (b) 10,000,000 (c) 11,333,336

+ See chapter 19 for defined terms.

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)	(a) Subscriber Option – the principal terms of the Subscriber Option (including the exercise price, expiry date and formula for calculating the number of Shares to be issued on exercise of the Subscriber Option) are contained in Attachment 1. (b) Incentive Options – full terms are detailed in Attachment 2. • 1,000,000 Class A Incentive Options will vest upon grant. • 3,000,000 Class B Incentive Options will vest on the 10 day VWAP for Shares being $0.20. • 3,000,000 Class C Incentive Options will vest on the 10 day VWAP for Shares being $0.25. • 3,000,000 Class D Incentive Options will vest on the 10 day VWAP for Shares being $0.30 (c) Shares
4	Do the +securities rank equally in all respects from the +issue date with an existing +class of quoted +securities? If the additional +securities do not rank equally, please state: • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment	(a) No – the Subscriber Option will be unlisted. Upon conversion of the Subscriber Option, new Shares issued will rank equally in all respects with existing Shares (b) No – the Incentive Options will be unlisted. Upon conversion of the Incentive Options, new Shares issued will rank equally in all respects with existing Shares (c) Yes
5	Issue price or consideration	(a) Nil – see Attachment 1 for details of exercise price (b) Nil - Incentive Options issued as part of the remuneration package for the company's Chief Operating Officer (c) Nil

6	Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify those assets)	(a) Subscriber Option issued pursuant to Amended Placement Agreement the terms of which are set out in Attachment 1). (b) The Incentive Options have been issued to the Chief Operating Officer of the Company under the terms detailed in Attachment 2. (c) Conversion of performance rights Under the performance rights equity plan approved by shareholders at the 2016 AGM
6a	Is the entity an +eligible entity that has obtained security holder approval under rule 7.1A? If Yes, complete sections 6b – 6h *in relation to the +securities the subject of this Appendix 3B*, and comply with section 6i	Yes
6b	The date the security holder resolution under rule 7.1A was passed	24 November 2016
6c	Number of +securities issued without security holder approval under rule 7.1	Not applicable
6d	Number of +securities issued with security holder approval under rule 7.1A	Not applicable
6e	Number of +securities issued with security holder approval under rule 7.3, or another specific security holder approval (specify date of meeting)	Not applicable
6f	Number of +securities issued under an exception in rule 7.2	Not applicable
6g	If +securities issued under rule 7.1A, was issue price at least 75% of 15 day VWAP as calculated under rule 7.1A.3? Include the +issue date and both values. Include the source of the VWAP calculation.	Not applicable

+ See chapter 19 for defined terms.

6h	If +securities were issued under rule 7.1A for non-cash consideration, state date on which valuation of consideration was released to ASX Market Announcements	Not applicable
6i	Calculate the entity's remaining issue capacity under rule 7.1 and rule 7.1A – complete Annexure 1 and release to ASX Market Announcements	Refer Annexure 1, Part 2
7	+Issue dates Note: The issue date may be prescribed by ASX (refer to the definition of issue date in rule 19.12). For example, the issue date for a pro rata entitlement issue must comply with the applicable timetable in Appendix 7A. Cross reference: item 33 of Appendix 3B.	10 October 2017

	Number	+Class
8	676,537,599	ORD

		Number	+Class
9	Number and +class of all +securities not quoted on ASX (*including* the +securities in section 2 if applicable)	131,975,702	ORD escrowed until 18 Nov-2017
		499,999,998	Performance Shares, vesting is subject to satisfying milestone hurdles. Split into class A, B & C
		70,000,000	Unlisted options, $0.02, escrowed 18-Nov-2017, expiring 12-Nov-2019
		1,512,500	Unlisted options, $0.08, expiring 18-Sept-2018
		5,666,664	Class A, Class B and Class C Performance Milestones expiring 10 December 2019
		1,850,000	Performance Rights 31-12-2017
		1,850,000	Performance Rights 12-11-2018
		1	Subscriber Option
		10,000,000	Incentive Options, vesting is subject to satisfying milestone hurdles. Split into class A, B, C & D

10	Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests)	Not applicable

Part 2 - Pro rata issue

+ See chapter 19 for defined terms.

11	Is security holder approval required?	Not applicable
12	Is the issue renounceable or non-renounceable?	Not applicable
13	Ratio in which the +securities will be offered	Not applicable
14	+Class of +securities to which the offer relates	Not applicable
15	+Record date to determine entitlements	Not applicable
16	Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	Not applicable
17	Policy for deciding entitlements in relation to fractions	Not applicable
18	Names of countries in which the entity has security holders who will not be sent new offer documents Note: Security holders must be told how their entitlements are to be dealt with. Cross reference: rule 7.7.	Not applicable
19	Closing date for receipt of acceptances or renunciations	Not applicable

20	Names of any underwriters	Not applicable
21	Amount of any underwriting fee or commission	Not applicable
22	Names of any brokers to the issue	Not applicable
23	Fee or commission payable to the broker to the issue	Not applicable
24	Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of security holders	Not applicable
25	If the issue is contingent on security holders' approval, the date of the meeting	Not applicable
26	Date entitlement and acceptance form and offer documents will be sent to persons entitled	Not applicable
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	Not applicable
28	Date rights trading will begin (if applicable)	Not applicable
29	Date rights trading will end (if applicable)	Not applicable
30	How do security holders sell their entitlements *in full* through a broker?	Not applicable
31	How do security holders sell *part* of their entitlements through a broker and accept for the balance?	Not applicable

+ See chapter 19 for defined terms.

32	How do security holders dispose of their entitlements (except by sale through a broker)?	Not applicable
33	+Issue date	Not applicable

Part 3 - Quotation of securities

You need only complete this section if you are applying for quotation of securities

34 Type of +securities
(*tick one*)

(a) ☒ +Securities described in Part 1

(b) ☐ 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

Tick to indicate you are providing the information or documents

35 ☐ 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 ☐ 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 ☐ A copy of any trust deed for the additional +securities

+ See chapter 19 for defined terms.

Entities that have ticked box 34(b)

38	Number of +securities for which +quotation is sought	
39	+Class of +securities for which quotation is sought	
40	Do the +securities rank equally in all respects from the +issue date with an existing +class of quoted +securities? If the additional +securities do not rank equally, please state: • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment	
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)	

42	Number and +class of all +securities quoted on ASX (*including* the +securities in clause 38)	Number	+Class

+ See chapter 19 for defined terms.

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.

  Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty

- 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 is not available now, we 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.

Gabriel Chiappini
Director & Company Secretary
13 October 2017

+ See chapter 19 for defined terms.

Appendix 3B – Annexure 1

Calculation of placement capacity under rule 7.1 and rule 7.1A for eligible entities

Introduced 01/08/12 Amended 04/03/13

Part 1

Rule 7.1 – Issues exceeding 15% of capital	
Step 1: Calculate "A", the base figure from which the placement capacity is calculated	
Insert number of fully paid +ordinary securities on issue 12 months before the +issue date or date of agreement to issue	662,661,033
Add the following: • Number of fully paid +ordinary securities issued in that 12 month period under an exception in rule 7.2 • Number of fully paid +ordinary securities issued in that 12 month period with shareholder approval • Number of partly paid +ordinary securities that became fully paid in that 12 month period *Note:* • *Include only ordinary securities here – other classes of equity securities cannot be added* • *Include here (if applicable) the securities the subject of the Appendix 3B to which this form is annexed* • *It may be useful to set out issues of securities on different dates as separate line items*	145,052,268
Subtract the number of fully paid +ordinary securities cancelled during that 12 month period	nil
"A"	807,713,301

+ See chapter 19 for defined terms.

Step 2: Calculate 15% of "A"	
"B"	0.15 *[Note: this value cannot be changed]*
Multiply "A" by 0.15	121,156,995
Step 3: Calculate "C", the amount of placement capacity under rule 7.1 that has already been used	
Insert number of +equity securities issued or agreed to be issued in that 12 month period *not counting* those issued: • Under an exception in rule 7.2 • Under rule 7.1A • With security holder approval under rule 7.1 or rule 7.4 *Note:* • *This applies to equity securities, unless specifically excluded – not just ordinary securities* • *Include here (if applicable) the securities the subject of the Appendix 3B to which this form is annexed* • *It may be useful to set out issues of securities on different dates as separate line items*	800,000
"C"	800,000
Step 4: Subtract "C" from ["A" x "B"] to calculate remaining placement capacity under rule 7.1	
"A" x 0.15 *Note: number must be same as shown in Step 2*	121,156,995
Subtract "C" *Note: number must be same as shown in Step 3*	800,000
Total ["A" x 0.15] – "C"	120,356,995 *[Note: this is the remaining placement capacity under rule 7.1]*

+ See chapter 19 for defined terms.

Part 2

Rule 7.1A – Additional placement capacity for eligible entities	
Step 1: Calculate "A", the base figure from which the placement capacity is calculated	
"A" *Note: number must be same as shown in Step 1 of Part 1*	807,713,301
Step 2: Calculate 10% of "A"	
"D"	0.10 *Note: this value cannot be changed*
Multiply "A" by 0.10	80,771,330
Step 3: Calculate "E", the amount of placement capacity under rule 7.1A that has already been used	
Insert number of +equity securities issued or agreed to be issued in that 12 month period under rule 7.1A *Notes:* • *This applies to equity securities – not just ordinary securities* • *Include here – if applicable – the securities the subject of the Appendix 3B to which this form is annexed* • *Do not include equity securities issued under rule 7.1 (they must be dealt with in Part 1), or for which specific security holder approval has been obtained* • *It may be useful to set out issues of securities on different dates as separate line items*	NIL
"E"	NIL

+ See chapter 19 for defined terms.

Step 4: Subtract "E" from ["A" x "D"] to calculate remaining placement capacity under rule 7.1A	
"A" x 0.10 *Note: number must be same as shown in Step 2*	80,771,330
Subtract "E" *Note: number must be same as shown in Step 3*	0
Total ["A" x 0.10] – "E"	80,771,330 *Note: this is the remaining placement capacity under rule 7.1A*

+ See chapter 19 for defined terms.

ATTACHMENT 1

Terms and Conditions of Subscriber Option

The terms and conditions of the Subscriber Option are as follows:

1. Entitlement

The Subscriber Option entitles the Subscriber to subscribe for the number of Tranche 2 Shares calculated in accordance with the formula below upon exercise of the Subscriber Option.

The number of Tranche 2 Shares will be the lesser of the following:

(a) the number of Shares calculated as follows:

$$S = \frac{A \times B}{C}$$

Where:

A = 8,000,000

B = the USD / AUD exchange rate (price of US$1 in AUD) on the website of the Reserve Bank of Australia (www.rba.gov.au/statistics/frequency/exchange-rates.html) on the date before the issue of the Tranche 2 Shares;

C = 0.20; and

S = the number of Tranche 2 Shares; and

(b) 130,954,187 Shares.

2. Exercise Price and Expiry Date

The amount payable upon exercise of the Subscriber Option will be $0.20 per Share (**Exercise Price**).

The Subscriber Option will expire at 5.00pm (AWST) on 30 June 2018 (**Expiry Date**). If the Subscriber Option is not exercised before the Expiry Date it will automatically lapse at 5.00pm (AWST) on the Expiry Date.

3. Exercise Period

The Subscriber Option is exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

+ See chapter 19 for defined terms.

4. Exercise of Subscriber Option

The Subscriber Option may be exercised by:

(a) the Subscriber delivering to the Company a notice during the Exercise Period; and

(b) payment to the Company by immediately available funds of an amount equal to the Exercise Price multiplied by the number of Tranche 2 Shares that are calculated in accordance with the formula in item 1 above (**Tranche 2 Subscription Price**).

5. Timing of issue of Tranche 2 Shares on exercise

The Company must within 20 Business Days of the receipt by it of the exercise notice and subject to receipt by the Company of the Tranche 2 Subscription Price:

(a) issue and allot the Subscriber (or its nominee) the Tranche 2 Shares; and

(b) issue, or cause to be issued, to the Subscriber a holding statement for the issue and allotment of the Tranche 2 Shares.

6. Quotation of Shares on exercise

Application will be made by the Company to ASX for quotation of the Tranche 2 Shares issued upon the exercise of the Subscriber Option.

7. Form and ranking of Tranche 2 Shares

The Tranche 2 Shares issued pursuant to the exercise of the Subscriber Option will be issued as fully paid and will rank equally in all respects with all other Shares then on issue.

8. Tradability

To ensure that the Tranche 2 Shares may be freely traded, the Company will within 5 lodge Business Days after the day on which the Tranche 2 Shares were issued upon the exercise of the Subscriber Option, a notice to the ASX under section 708A of the Corporations Act.

9. Participation in new issues

The Subscriber Option does not confer any right on the holder to participate in a new issue without exercising the Subscriber Option. However, the Subscriber will be entitled to participate in any rights issue on the same terms and conditions as applicable to the other offerees or shareholders of the Company provided that the Subscriber has exercised the Subscriber Option prior to the record date for the relevant offer. The Company will give the Subscriber notice of the proposed issue prior to the date for determining entitlements to participate in any such issue.

10. Adjustment for bonus issues of Shares

If the Company makes a bonus issue of Shares or other securities to existing Shareholders:

(a) the number of Tranche 2 Shares which must be issued on the exercise of the Subscriber Option will be increased by the number of Tranche 2 Shares which the Subscriber would have received if the Subscriber had exercised the Subscriber Option before the record date for the bonus issue; and

(b) no change will be made to the Exercise Price.

11. Adjustments for reorganisation

If, before exercise or expiry of the Subscriber Option, there is any reorganisation of the issued share capital of the Company, the rights of the Subscriber as holder of the Subscriber Option may be varied to comply with the Listing Rules which apply to a reorganisation of capital at the time of the reorganisation and otherwise on the basis that the Subscriber is neither disadvantaged or advantaged by the reorganisation.

12. Subscriber Option not quoted

The Company will not apply to ASX for quotation of the Subscriber Option.

13. Option not transferable

The Subscriber Option is not transferable.

+ See chapter 19 for defined terms.

ATTACHMENT 2

Terms and Conditions of Incentive Options

The terms and conditions of the Incentive Options (**Options**) are as follows:

1. Entitlement

Each Option entitles the Optionholder to subscribe for one Share upon exercise of each Option.

2. Exercise Price and Expiry Date

The Exercise Price, Vesting Date and Specified Expiry Date of each Option is defined in the below table.

Option Class	Exercise Price	Vesting Date	Specified Expiry Date
Class A	$0.20	Upon grant	Four years from the date of grant
Class B	$0.20	Upon the 10 Day VWAP being $0.20	Four years from the date of grant
Class C	$0.20	Upon the 10 Day VWAP being $0.25	Four years from the date of grant
Class D	$0.20	Upon the 10 Day VWAP being $0.30	Four years from the date of grant

The Options will expire on that date (**Expiry Date**) which is the earlier of:

(a) the Specified Expiry Date referred to in the above table; or

(b) the making by the Board of a determination that the holder has acted fraudulently, dishonestly or in breach of the Optionholder's obligations to the Company or any of its subsidiaries; or

(c) as determined in accordance with item 3 below; or

(d) as determined in accordance with item 4 below,

+ See chapter 19 for defined terms.

and thereafter no party has any claim against any other party arising under or in respect of the Options.

For the purposes of these terms and conditions, "**10 Day VWAP**" means the volume weighted average price of Shares trading on the ASX for a period of 10 consecutive trading days.

3. Ceasing to be an Employee

If at any time prior to the Expiry Date of any Options, Mr Marcus Gracey ceases to be an Employee as a Good Leaver (as defined below), the Optionholder will be entitled to keep any Options for which the relevant Vesting Date has passed (**Vested Options**) and any Options for which the relevant Vesting Date has not passed (**Unvested Options**) will vest.

If at any time prior to the Expiry Date of any Options, Mr Marcus Gracey ceases to be an Employee as a Bad Leaver (as defined below):

(a) in respect of any Vested Options held, such holder will have until the earlier of:

(i) three months from the date of ceasing to be an Employee; or

(ii) the Expiry Date of the Options,

to exercise the Options, otherwise the Options will automatically lapse; and

(b) any other Options will automatically lapse.

For the purposes of these terms and conditions:

"**Bad Leaver**" means an Employee who ceases to be an Employee by reason of the Employee resigning or the Company summarily terminating the Employee's employment.

"**Employee**" means a person who is a full-time or permanent part-time employee or officer or director or company secretary of the Company or a related body corporate or such other person as the Board determines.

"**Good Leaver**" means an Employee who ceases to be an Employee by any reason other than as a Bad Leaver.

+ See chapter 19 for defined terms.

4. Change in Control

Upon the occurrence of a Change in Control Event (as defined below) any Unvested Options will vest and may be exercised at any time from the date of vesting, and in any number until the date determined by the Board acting bona fide so as to permit the Optionholder to participate in any change of control arising from a Change in Control Event provided that the Board will forthwith advise in writing each Optionholder of such determination. Thereafter, the Options shall lapse to the extent they have not been exercised.

For the purposes of these terms and conditions:

"**Change in Control Event**" means the occurrence of:

(a) a Court approval of a merger by way of scheme of arrangement (but shall not include a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, consolidation, sub-division, reduction or return) of the issued capital of the Company); or

(b) a Takeover Bid:

  (i) is announced;

  (ii) has become unconditional; and

  (iii) the person making the Takeover Bid has a Relevant Interest in 50% or more of the Shares; or

(c) any person acquires a Relevant Interest in 50.1% or more of the Shares by any other means.

"**Takeover Bid**" and "**Relevant Interest**" have the meaning given to those terms in the Corporations Act.

5. Exercise Period

The Options are exercisable at any time after the Vesting Date specified above and on or prior to the Expiry Date.

6. Notice of Exercise

The Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

+ See chapter 19 for defined terms.

7. Shares issued on exercise

Shares issued on exercise of the Options rank equally with the then Shares of the Company.

8. Quotation of Shares on exercise

Application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

9. Timing of issue of Shares

After an Option is validly exercised, the Company must, within 15 Business Days of the Notice of Exercise and receipt of cleared funds equal to the sum payable on the exercise of the Option:

(a) issue the Share; and

(b) do all such acts matters and things to obtain the grant of official quotation of the Share on ASX no later than 5 Business Days after issuing the Share.

10. Participation in new issues

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will give Options holders notice of the proposed issue prior to the date for determining entitlements to participate in any such issue.

11. Adjustment for bonus issues of Shares

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

(a) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Optionholder would have received if the Optionholder had exercised the Option before the record date for the bonus issue; and

(b) no change will be made to the Exercise Price.

+ See chapter 19 for defined terms.

12. Adjustment for entitlement issue

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:

$$\text{New exercise price} = O - \frac{E[P-(S+D)]}{N+1}$$

Where:

O = the old Exercise Price of the Option.

E = the number of underlying Shares into which one Option is exercisable.

P = average market price per Share weighted by reference to volume of the underlying Shares during the 5 trading days ending on the day before the ex rights date or ex entitlements date.

S = the subscription price of a Share under the pro rata issue.

D = the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue).

N = the number of Shares with rights or entitlements that must be held to receive a right to one Share.

13. Adjustments for reorganisation

If there is any reorganisation of the issued share capital of the Company, the rights of the Optionholder may be varied to comply with the Listing Rules which apply to a reorganisation of capital at the time of the reorganisation.

14. Options not quoted

The Company will not apply to ASX for quotation of the Options.

15. Options not transferable

Options are not transferable unless they are Vested Options and only with the prior written approval of the Board of directors of the Company and subject to compliance with the Corporations Act.

16. Lodgement Instructions

Cheques shall be in Australian currency made payable to the Company and crossed "Not Negotiable". The application for shares on exercise of the Options with the appropriate remittance should be lodged at the Company's Registry.