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PERFORMANCE RIGHTS PLAN

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AXIOM PROPERTIES LIMITED PERFORMANCE RIGHTS PLAN RULES

1. Definitions and Interpretation

1.1 Definitions

In these Rules, unless the context otherwise requires, the following terms and expressions will have the following meanings:

- 1.1.1 “**Acceptance**” means the form provided to Eligible Participants in order to accept an Invitation to apply for a grant of Performance Rights.
- 1.1.2 “**Applicable Law**” means any one or more or all, as the context requires of:
- 1.1.2.1 the Corporations Act;
 - 1.1.2.2 the constitution of the Company;
 - 1.1.2.3 the Listing Rules;
 - 1.1.2.4 the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth);
 - 1.1.2.5 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 1.1.2.1, 1.1.2.2, 1.1.2.3 and 1.1.2.4 above; and
 - 1.1.2.6 any other legal requirement that applies to the Plan.
- 1.1.3 “**ASIC**” means the Australian Securities and Investments Commission.
- 1.1.4 “**ASX**” means ASX Limited (ABN 98 008 624 691) trading as the Australian Securities Exchange or the market it operates, as applicable.
- 1.1.5 “**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.
- 1.1.6 “**Business Day**” means any day other than a Saturday, Sunday or public holiday in Western Australia.
- 1.1.7 “**Change of Control Event**” means, in relation to a shareholder of the Company that is a body corporate or, in the case of a joint shareholding, includes a body corporate, the occurrence of an event or circumstance where a person who is or is not presently able to do any of the following things (as the case may be) becomes able or ceases to have the right (as the case may be) to do one of the following things (whether directly or indirectly or through one or more intervening persons, companies or trusts):

- 1.1.7.1 control the composition of more than one half of the Board;
- 1.1.7.2 be in a position to cast, or control the casting of, more than one half of the maximum number of votes that might be cast at a general meeting of the shareholders of the Company; or
- 1.1.7.3 hold or have a beneficial interest in more than one half of the issued share capital of the Company.
- 1.1.8 “**Company**” means Axiom Properties Limited ACN 009 063 834.
- 1.1.9 “**Corporations Act**” means the *Corporations Act 2001* (Cth).
- 1.1.10 “**Director**” means a director of the Company.
- 1.1.11 “**Eligible Participant**” means the Directors, Senior Employees, and any other person determined by the Board.
- 1.1.12 “**Expiry Date**” means a date subsequent to the Grant Date as determined by the Board and specified in the Invitation after which the Performance Rights lapse and may no longer vest.
- 1.1.13 “**For Cause**” means serious misconduct, breach of law, breach of a material term of the Participant’s employment agreement, consultancy agreement or contract for services (as applicable), fraud, lack of honesty or lack of good faith.
- 1.1.14 “**Grant Date**” means the date on which Performance Rights are granted to a Participant following the acceptance of an Acceptance.
- 1.1.15 “**Incentive Scheme**” means a share, performance right, option or other form of securities scheme extended to any or all of the employees, contractors and/or Directors of the Company and its Related Bodies Corporate, and includes the Plan.
- 1.1.16 “**Invitation**” means an invitation to an Eligible Participant to apply for the grant of Performance Rights under these Rules and any applicable terms.
- 1.1.17 “**Invitation Letter**” means a letter from the Company to an Eligible Participant which contains the Invitation.
- 1.1.18 “**Listing Rules**” means the Listing Rules of ASX.
- 1.1.19 “**Nominated Party**” means:
 - 1.1.19.1 where a Participant is an individual, that individual; and
 - 1.1.19.2 where a Participant is not an individual and is therefore a Related Party as set out in clause 4.4, the individual related to the Participant or Eligible Participant or an entity with which the Participant or Eligible Participant has an association acceptable to the Board.

- 1.1.20 “**Participant**” means a person who has been granted Performance Rights pursuant to these Rules.
- 1.1.21 “**Performance Right**” means an entitlement to subscribe for, acquire and/or be allocated (as determined by the Board) one Share subject to the satisfaction of any Vesting Conditions and this Plan.
- 1.1.22 “**Plan**” means the Axiom Properties Limited Performance Rights Plan in respect of which these Rules apply.
- 1.1.23 “**Plan Share**” means any Share held by a Participant upon the vesting of a Performance Right.
- 1.1.24 “**PPSA**” means the *Personal Property Securities Act 2009* (Cth) as amended.
- 1.1.25 “**Related Body Corporate**” has the meaning given to that term in the Corporations Act.
- 1.1.26 “**Rules**” means these rules in respect of the operation of the Plan as amended from time to time.
- 1.1.27 “**Secretary**” means the company secretary of the Company.
- 1.1.28 “**Security Interest**” means any security interest (including as defined in the PPSA) a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature.
- 1.1.29 “**Senior Employee**” means any employee of the Company who the Board considers to be a senior employee or senior manager of the Company and includes any such person providing services to the Company as an independent contractor or consultant.
- 1.1.30 “**Share**” means a fully paid ordinary share in the capital of the Company.
- 1.1.31 “**Shareholder**” means any holder of a Share.
- 1.1.32 “**Vesting Conditions**” means any criteria set out in the Invitation Letter, including performance requirements and time based conditions, as determined by the Board which must be met prior to the Performance Rights vesting under clause 5.3.2.

1.2 Interpretation

Unless qualified by or inconsistent with the context:

- 1.2.1 a reference to a person includes an incorporated or unincorporated body or other association of persons or a governmental agency and vice versa; the singular includes the plural and vice versa;
- 1.2.2 a reference to any legislation includes any modification or replacement of it and all regulations and statutory instruments issued under it and a reference to any provision of any legislation includes any modification or substitution of it;

- 1.2.3 a reference to these Rules means these Rules as amended from time to time and includes all recitals, annexures, addendums and schedules to these Rules;
- 1.2.4 references to any statutory enactment mean references to that enactment as amended, modified and re-enacted from time to time;
- 1.2.5 where a party comprises more than one person, these Rules apply to all of them together and each of them separately;
- 1.2.6 headings are for convenience of reference and will not affect the interpretation of these Rules;
- 1.2.7 in these Rules where a word or phrase is given a particular meaning other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- 1.2.8 a reference to the Board making any determination, decision or resolution means making that determination, decision or resolution in its sole and absolute discretion;
- 1.2.9 “**notice**” means written notice and “**notify**” means notification in writing.

1.3 **Applicable Laws**

These Rules, the offering and granting of any Performance Rights and/or Shares and the rights attaching to or interests in the Performance Rights and/or Shares will at all times be subject to the constitution of the Company, the Corporations Act, the Listing Rules and any other applicable laws from time to time.

1.4 **Rounding**

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

2. **Purpose**

The purpose of the Plan is to:

- 2.1 assist in the reward, retention and motivation of Eligible Participants; and
- 2.2 if applicable, attract new employees and/or officers to the Company.

3. **Commencement**

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

4. **Eligibility and grant**

4.1 **Participation**

The Board may from time to time determine that an Eligible Participant may participate in the Plan.

4.2 **Selection**

Following determination that an Eligible Participant may participate in the Plan, the Board may at any time and from time to time make an Invitation to the Eligible Participant.

4.3 **Invitation**

The manner, form, content, timing and frequency of an Invitation Letter and Acceptance will be as determined by the Board.

4.4 **Nominated Party**

4.4.1 An Eligible Participant to whom an Invitation is made may give notice to the Company that it would prefer such Invitation be made to an individual related to the Eligible Participant or an entity with which the Eligible Participant has an association ("**Related Party**").

4.4.2 The Board may determine whether it will make the Invitation to the Related Party of an Eligible Participant and on what conditions it will do so. If the Board determines to make the Invitation to the Related Party, the Related Party will be the Participant for the purposes of these Rules unless the context requires otherwise.

4.5 **Multiple Invitations**

Unless otherwise determined by the Board, the Board may make any number of offers to Eligible Participants, as set out in the Invitation Letter, notwithstanding that one or more offers or grants of Performance Rights may have been previously made to the Eligible Participant.

4.6 **Mandatory Terms**

All Performance Rights must:

4.6.1 be offered for no or nominal monetary consideration; and

4.6.2 must not have any exercise price or payment required to vest.

5. **Performance Right terms**

5.1 **Board determination**

The terms of Performance Rights offered or granted under these Rules to each Participant will be determined by the Board and include as a minimum:

5.1.1 the number of Performance Rights;

5.1.2 the Expiry Date;

5.1.3 any Vesting Conditions;

5.1.4 any disposal restrictions attaching to the Performance Rights or Plan Shares;

5.1.5 any rights attaching to the Performance Rights or Plan Shares; and

which will be set out in the Invitation Letter delivered to the Participant.

5.2 Performance Rights entitlements

5.2.1 Each Performance Right entitles (subject to the Vesting Conditions and these Rules) the Participant holding the Performance Right to have issued or transferred to the Participant one Share.

5.2.2 Participants who hold Performance Rights are not entitled to:

5.2.2.1 notice of, or to vote or attend at, a meeting of the members of the Company or holders of Shares; or

5.2.2.2 receive any dividends declared by the Company or, subject to clause 14.4, participant in any issue of Shares or other securities,

as a result of solely holding Performance Rights, until the Performance Rights vest and the Participants hold Plan Shares.

5.3 Conditions for vesting

5.3.1 The Board will determine prior to an Invitation being made, the Vesting Conditions attaching to the Performance Rights.

5.3.2 Performance Rights will only vest and be automatically exercised if the applicable Vesting Conditions have been satisfied or are deemed to have been satisfied under these Rules.

5.4 Non-transferable without consent

Performance Rights granted under this Plan may not be assigned, transferred, encumbered with a Security Interest in or over them, or otherwise disposed of by a Participant, other than in accordance with clause 4.4, unless:

5.4.1 prior consent of the Board is obtained, which consent may impose such terms and conditions on such transfer, encumbrance or disposal as the Board sees fit; or

5.4.2 such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative.

5.5 Performance Rights to be registered

Performance Rights will be registered in the appropriate register of the Company. The Performance Rights will not be listed or quoted on any stock exchange.

6. Number of Performance Rights

6.1 An offer of Performance Rights may only be made under the Plan if the number of Shares that may be acquired on vesting of the Performance Rights, when aggregated with:

6.1.1 the number of Shares issuable if each outstanding offer, right or option to acquire unissued Shares, made or acquired pursuant to the

Plan or any other Incentive Scheme, was to be accepted or vest (as the case may be); or

- 6.1.2 the number of Shares issued during the previous 3 years pursuant to the Plan or any other Incentive Scheme,

but disregarding an offer made, or Performance Right acquired or Share issued by way of or as a result of:

- 6.1.3 an offer to a person situated at the time of receipt of the offer outside Australia;

- 6.1.4 an offer that did not need disclosure to investors because of section 708 of the Corporations Act. Section 708 exempts the requirement of a disclosure document for the issue of securities in certain circumstances to investors who are deemed to have sufficient investment knowledge to make informed decisions, including professional investors, sophisticated investors and senior managers of the Company; or

- 6.1.5 an offer made under a disclosure document,

does not exceed 5% (or such other maximum permitted under any ASIC Relief providing relief from the disclosure regime of the Corporations Act) of the total number of issued Shares as at the time of the offer. For the avoidance of doubt, where a Performance Right lapses without vesting, the Performance Right Shares concerned shall be excluded from any calculation under this clause 6. The Plan does not set out a maximum number of Shares that may be made issuable to any one person or Company.

7. Trust

The Board may use a trust or other mechanism for the purposes of holding Plan Shares for Participants under the Plan and/or delivery of Plan Shares to Participants upon vesting of the Performance Rights.

8. Exercise

8.1 Method of exercise

Where a Performance Right has vested:

- 8.1.1 the Participant will receive a notice of vesting; and
- 8.1.2 the vested Performance Right will be automatically exercised within the period specified by the Board in the Invitation Letter and/or notice of vesting.

8.2 Actions on vesting

On completion of the vesting of Performance Rights:

- 8.2.1 the Performance Rights will automatically lapse;
- 8.2.2 the Company will issue (or transfer) the number of Plan Shares to which the Participant is entitled; and

- 8.2.3 the Company will provide the Participant with a share certificate or holding statement in relation to the Plan Shares.

9. **Cessation of Employment**

Subject to clause 10, where a Nominated Party, whose Participant holds Performance Rights, ceases to be a Senior Employee or Director:

- 9.1 If that cessation was caused by the death or incapacity of that Nominated Party, all unvested Performance Rights will remain unvested (but not lapse) unless the Board, acting reasonably, determines that some or all of the Performance Rights should vest.
- 9.2 In any other case, all unvested Performance Rights will remain unvested (but not lapse).

10. **Fraudulent or dishonest actions**

Where a Nominated Party's employment or provision of services to the Company is terminated by the Company For Cause, then unless otherwise determined by the Board, any unvested Performance Rights of the applicable Participant will lapse.

11. **Performance Rights may be cancelled if Participant consents**

Notwithstanding any other provisions of the Plan, if a Participant and the Board have agreed in writing that some or all of the unvested Performance Rights granted to that Participant may be cancelled on a specified date or on the occurrence of a particular event, then the Board may cancel those Performance Rights on the relevant date or on the occurrence of the particular event (as the case may be).

12. **Lapse of Performance Rights**

12.1 **Lapsing events**

Subject to the other terms of these Rules, unless the Board otherwise determines, unvested Performance Rights will lapse on the earlier of:

- 12.1.1 clause 10 applying;
- 12.1.2 the date of forfeiture due to the Vesting Conditions set out in the Invitation Letter not being achieved by the relevant time;
- 12.1.3 the date of forfeiture due to the Board determining in its reasonable opinion, that the Vesting Conditions have not been met by the relevant time; and
- 12.1.4 the Expiry Date.

12.2 **What happens on lapsing**

Where a Participant's Performance Rights have lapsed under clause 12.1, the Company will notify the Participant that its Performance Rights have lapsed. The Company will not be liable for any claims or damages or other amounts to the Participant in respect of the lapsing of the Performance Rights.

13. **Disposal restrictions**

13.1 **Board determines**

The Board may determine prior to an Invitation being made whether there will be any restrictions on the disposal of, the granting (or purporting to grant) of any Security Interest in or over, or otherwise on dealing with (or purporting to dispose or deal with), Plan Shares held by any Participants.

13.2 **No transfer**

Subject to clause 13.1, Plan Shares may not be transferred, encumbered or otherwise disposed of by a Participant unless all restrictions on transfer, encumbrance or disposal of the Plan Shares have been met or the Board has waived any such restrictions.

13.3 **Board actions**

The Company may do such things and enter such arrangements with the Company's share registry or otherwise as it considers necessary to enforce any transfer restrictions set out in clause 13.2. Plan participants will be bound by any action by the Company under this clause 13.3.

14. **Rights attaching to Plan Shares**

Any Plan Shares issued by the Company to a Participant upon the vesting and automatic exercise of Performance Rights will rank equally with all existing Shares on and from the date of issue. Without limiting that:

14.1 **Dividends**

The rights of Participants holding Plan Shares to dividends will rank equally with the holders of ordinary Shares.

14.2 **Dividend reinvestment**

Participants holding Plan Shares may participate in any dividend reinvestment plan operated by the Company on the same terms and conditions as applies to the holders of ordinary Shares.

14.3 **Voting rights**

A Participant holding Plan Shares has the same information and voting rights as the holders of ordinary Shares.

14.4 **Listing of Plan Shares on ASX**

The Company will apply to the ASX for quotation of all Plan Shares issued under the Plan within the period required by ASX, if the Shares are then quoted on the ASX.

15. **Reorganisation**

In the event of any reorganisation (including bonus issue, share split, share consolidation, sub-division, reduction, return or cancellation) of the Shares, the number of Performance Rights to which each Participant is entitled will be changed to the

extent necessary to ensure the Participant holds the same proportion of Performance Rights (compared to the Shares) after the reorganisation than it did prior to the reorganisation.

16. Change of Control

In the event of a Change of Control Event (but subject to any Vesting Conditions), any Performance Rights granted will not vest unless the Board determines otherwise.

17. Contravention of Applicable Laws

No act will be done or determination made in accordance with these Rules where to do so would be a breach of any Applicable Laws and where any such act is done or determination made it will be considered void and to the extent possible be unwound and of no effect in respect of Performance Rights or Plan Shares.

18. Administration

18.1 Regulations

The Board may make such regulations for the operation of the Plan as it considers necessary provided such regulations are consistent with these Rules.

18.2 Delegation

18.2.1 The Board may delegate any of its powers or discretions conferred on it by these Rules to a committee of the Board or to any one or more persons selected by it including but not limited to the Secretary.

18.2.2 Any delegation will be for such period and upon such terms and conditions as determined by the Board from time to time.

18.3 Decisions Final

Every exercise of a discretion by the Board (or its delegates) and any decision by the Board (or its delegates) regarding the interpretation, effect or application of these Rules will be final, conclusive and binding in the absence of manifest error.

18.4 Attorney and Agent

18.4.1 Each Participant hereby authorises and appoints each of the Directors and the Secretary holding office at the relevant time (or their delegate) as its agent or attorney with power to do all things necessary in the name of and on behalf of the Participant to give effect to these Rules including signing Share transfers and accounting for the proceeds of the sale of forfeited Shares.

18.4.2 Each Participant agrees to indemnify and hold harmless any person acting as its agent or attorney in accordance with these Rules in respect of all costs, damages or losses of whatever nature arising from so acting.

18.5 **Notice**

18.5.1 *Address for Service*

18.5.1.1 Any notice required to be given under the Plan or the terms of the Performance Rights granted, to a Participant will be sent to the address of the Participant as entered in the register unless delivered in person.

18.5.1.2 Any notice required to be given under the Plan or the terms of a Performance Right, to the Company will be sent to the registered office of the Company or such other address as is notified to Participants from time to time.

18.5.2 *Delivery of Notices*

18.5.2.1 Any notice to be given to Participants may be delivered by hand to the Participant or by any other means specified in the constitution of the Company for delivery of notices to members.

18.5.2.2 Any notice to be given to the Company may be delivered by hand or by prepaid post. Notices may also be given to the Company by means of facsimile, e-mail or other mode of electronic delivery to such address as is notified by the Company to the Participant.

18.5.2.3 Notices delivered to Participants in accordance with the Company's constitution will be taken to be delivered in accordance with the constitution. Notices delivered to the Company by pre-paid post will be taken to be delivered if properly addressed and stamped, 48 hours after mailing in Australia and 7 days after mailing outside Australia. Notices delivered by facsimile, e-mail or other mode of electronic delivery will be taken to be delivered on receipt of a successful transmission notice, return receipt or such other confirmation by which the sender can reasonably verify delivery.

19. **Plan amendment**

19.1 **Amendment of Plan**

19.1.1 Subject to the constitution of the Company and this clause 19, the Board may at any time amend these Rules or the terms upon which any Performance Rights have been issued under the Plan.

19.1.2 No amendment to these Rules or to Performance Rights granted under the Plan may be made if the amendment materially reduces the rights of any Participant (unless agreed by the Participant) in respect of Performance Rights granted to the Participant prior to the date of the amendment other than an amendment introduced primarily:

- 19.1.2.1 for the purposes of complying with or conforming to present or future legislation governing or regulating the Plan or like plans;
 - 19.1.2.2 to correct any manifest error or mistake;
 - 19.1.2.3 to allow the implementation of a trust arrangement in relation to the holding of Plan Shares issued under the Plan;
 - 19.1.2.4 for the purpose of complying with Applicable Laws; or
 - 19.1.2.5 to take into consideration possible adverse taxation implications in respect of the Plan 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.
- 19.1.3 Subject to clause 19.1.2, the Board may determine that any amendment to these Rules or the terms of Performance Rights granted under the Plan be given retrospective effect.
- 19.1.4 Amendment of these Rules or the terms upon which Performance Rights are granted under the Plan by the Board will be of immediate effect unless otherwise determined by the Board.
- 19.1.5 As soon as reasonably practicable after making any amendment to these Rules or the terms of Performance Rights 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.

19.2 **Amendment by Addendum**

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

19.3 **Termination or Suspension**

The Board may at any time terminate the Plan, suspend the operation of the Plan for such period or periods as it thinks fit or waive any requirement of the Plan or term of a Performance Right, subject to the Listing Rules and any applicable laws.

20. **No employment contract**

Nothing in these Rules or the terms of any Performance Rights:

- 20.1 confers upon an Eligible Participant a right to a grant or offer of a grant of Performance Rights;

- 20.2 confers on a Participant or an Eligible Participant the right to continue as an employee or officer of the Company or otherwise provide services to the Company;
- 20.3 affects the rights of the Company to terminate the employment or office of a Participant or an Eligible Participant (as the case may be);
- 20.4 affects the rights and obligations of any Participant or an Eligible Participant under the terms of their office, employment or contract with the Company;
- 20.5 confers any legal or equitable right on a Participant or an Eligible Participant whatsoever to take action against the Company in respect of their office, employment or contract for services with the Company; nor
- 20.6 confers on a Participant or an Eligible Participant any rights to compensation or damages in consequence of the termination of their employment or contract for services with the Company for any reason whatsoever including ceasing to have rights under the Plan as a result of such termination.

21. **Non-exclusivity**

21.1 **Non-exclusivity**

This Plan will not be deemed to be the exclusive method of providing incentive compensation to Eligible Participants. Nor will it preclude the Company from authorising or approving other forms of incentive compensation for employees, directors and other people associated with the Company.

21.2 **Relationship to other Share Plans**

Participation in this Plan will not affect or be affected by any participation in any other employee equity plan operated by the Company, except as specifically provided in the terms of that other plan.

22. **General**

22.1 **No fiduciary capacity**

The Board may exercise any power or discretion conferred on it by these Rules in the interest or for the benefit of the Company and in so doing, the Board is not required to act in the interests of another person or as requested by another person and will not be under any fiduciary obligation to another person.

22.2 **Governing Law**

The Plan and any Performance Rights granted under it will be governed by and must be construed according to the laws of South Australia and the Commonwealth of Australia.

22.3 **Inconsistency**

In the event of any inconsistency between the terms of the Plan and any other documents relating to a Performance Right, the Board may determine which document will prevail to the extent of that inconsistency.