
Senior Executive Share Plan Rules

Rubicor Group Limited

BAKER & MCKENZIE

Solicitors
Level 27, AMP Centre
50 Bridge Street
SYDNEY NSW 2000
Tel: (02) 9225-0200
Fax: (02) 9225-1595
Email: sarah.adams@bakernet.com

Ref: 526911-v3\SAX

Contents

Clause Number	Heading	Page
1	Introduction	1
2	Definitions and Interpretation	1
3	Issue of Plan Shares	3
4	Offers	3
5	Financial Assistance	4
6	Performance Conditions of Plan Shares	6
7	Allotment of Plan Shares	6
8	Share transfer	7
9	Restricted Plan Shares	8
10	Power of attorney	8
11	Powers of the Board	9
12	Commencement, suspension, termination and amendment of Plan	9
13	General provisions	9

Senior Executive Share Plan Rules

Rubicor Group Limited

1 Introduction

Purpose of plan

- 1.1 The Company has established this Plan to provide incentives to attract, retain and motivate Key Executives whose present and potential contributions are important to the success of the Company and its Subsidiaries by offering them an opportunity to share in the ownership of the Company.

Advice

- 1.2 There are legal and tax consequences associated with participation in the Plan. Key Executives should ensure that they understand these consequences before accepting an invitation to participate in the Plan.
-

2 Definitions and Interpretation

Definitions

- 2.1 In these Rules unless the contrary intention appears, terms defined in the Corporations Act or Listing Rules have the same meaning in these Rules, and:

Application means a written acceptance of an Offer for, or an application for, Plan Shares in a form approved by or acceptable to the Board;

ASX means ASX Limited or the securities market which it operates, as the context requires;

Board means the board of directors of the Company as constituted from time to time;

Company means Rubicor Group Limited ACN 110 913 365;

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

Employee Share Option Plan means the Company's Employee Share Option Plan, being the plan established by the Company to attract, retain and motivate employees of the Company;

FBT Rate means the rate of fringe benefits tax for the relevant tax year;

Financial Assistance means a loan made to a Participant on the terms and conditions of these Rules to enable the Participant to acquire a Plan Share;

issue of a Plan Share includes the transfer of an existing Share in accordance with clause 7.3;

Issue Price means the price (if any) to be paid for the issue of a Plan Share as stated in the Offer;

Key Executive means a person who is a full-time or permanent part-time executive or officer, or executive director of the Company or any related body corporate of the Company nominated by the Board from time to time;

Listed means the Company being and remaining admitted to the official list of the ASX;

Listing Rules means the Listing Rules of ASX and any other rules of the ASX which are applicable while the Company is Listed each as amended or replaced from time to time, except to the extent of any waiver granted by the ASX;

Offer means an offer or issue of Plan Shares made to a Key Executive under clause 4;

Participant means a Key Executive to whom Plan Shares are issued;

Plan means this Rubicor Group Limited Key Executive Share Plan;

Plan Shares means Shares issued to Key Executives under the terms of this Plan;

Restriction Period means the period commencing on the date the Plan Share is issued until the date the amount of Financial Assistance required to be repaid pursuant to clause 5.6 is repaid;

Rules means these rules as amended from time to time;

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, first right of refusal, voting right or arrangement for the retention of title or any agreement, option or other arrangement to grant such an interest or right;

Share means a fully paid ordinary share of the Company;

Tax Act means the *Income Tax Assessment Act 1936* (Cth), or any legislation amending or replacing the provisions of that Act relating to the issue of Plan Shares;

Performance Conditions means any conditions described in the Offer that must be satisfied before a Participant is able to repay the Financial Assistance with respect to the Plan Shares the subject of the Offer;

Waiver means the amount calculated in accordance with clause 5.7.

Interpretation

2.2 In these Rules, unless expressed to the contrary:

- (a) terms defined in the Corporations Act have the same meaning in these Rules;
- (b) words importing:
 - (i) the singular include the plural and vice versa;
 - (ii) any gender includes the other genders;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (d) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;

- (ii) a person includes its legal personal representatives, successors and assigns;
- (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iv) a right includes a benefit, remedy, discretion, authority or power;
- (v) “\$” or “dollars” is a reference to the lawful currency of Australia;
- (vi) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties; and
- (vii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.

Headings

2.3 Headings are for convenience only and do not affect the interpretation of these Rules.

3 Issue of Plan Shares

- 3.1 The Company may offer and issue Plan Shares under the Plan to Key Executives at the discretion of the Board.
- 3.2 Plan Shares are Restricted Plan Shares until the amount of Financial Assistance required to be repaid pursuant to clause 5.6 is repaid or discharged.

4 Offers

4.1 Subject to clause 5, the Company may make an Offer to any Key Executive.

Form of Offer

- 4.2 Each Offer must be in writing (which includes email) and specify the following to the extent applicable:
 - (a) the name and address of the Key Executive to whom the Offer is made;
 - (b) the number of Plan Shares being offered;
 - (c) any Performance Conditions for the Plan Shares;
 - (d) the Issue Price for the Plan Shares, or the manner in which the Issue Price is to be determined;
 - (e) the Financial Assistance that is offered in connection with the Plan Shares;
 - (f) any Restriction Period;
 - (g) any other terms or conditions that the Board decides to include; and

- (h) any other matters required to be specified in the Offer by either the Corporations Act or the Listing Rules.

Compliance with laws etc.

- 4.3 No Offer will be made to the extent that any such Offer would contravene the Company's Constitution, the Listing Rules, the Corporations Act or any other applicable law or regulation.

Acceptance

- 4.4 An Offer may be accepted:
 - (a) by a Key Executive completing and returning the Application, as required by the Offer, by not later than the date specified in the Offer; and
 - (b) if required, by the Key Executive making or directing payment of the total amount payable for the Plan Shares (if any) accepted under the Offer, in the manner specified in the Offer.
- 4.5 An Offer will lapse if it is not accepted by the Key Executive to whom the Offer is made as required under clause 4.4.

5 Financial Assistance

Company will offer Financial Assistance

- 5.1 The Company will provide Financial Assistance by making a loan to a Participant, for 100% of the Issue Price of the Plan Shares on the terms set out in an Offer and in these Rules. However, the Company will not offer, provide, or accept an application for Financial Assistance if to do so would be in breach of the Corporations Act, the Listing Rules or any other applicable law or regulation.

Terms of Financial Assistance

- 5.2 Financial Assistance will be provided on an interest free basis unless the Offer specifies otherwise.

When Financial Assistance is repayable

- 5.3 Subject to this clause 5 and, in particular, clause 5.4, Financial Assistance provided to a Participant will be repayable by the Participant on the fifth anniversary of the date the Financial Assistance was provided or otherwise in accordance with the terms upon which the Financial Assistance was provided. However, the Board may extend the period for repayment of the Financial Assistance under this clause or otherwise vary the terms of the Financial Assistance for the benefit of the Participant.
- 5.4 A Participant may voluntarily repay Financial Assistance to the Company at any time only in relation to Plan Shares in respect of which the Performance Conditions have been satisfied.
- 5.5 Unless the terms of an Offer specify, or the Board in its discretion determines, otherwise, Financial Assistance must be repaid in full immediately upon the earliest of:
 - (a) the Participant's Shares being transferred under clause 8;

- (b) failure to satisfy any Performance Conditions by the last date for their satisfaction (as applicable) imposed on a Plan Share to which the Financial Assistance relates;
- (c) one month (or a longer period set out in an Offer or determined by the Board in its discretion) after the Participant ceases to be a Key Executive;
- (d) any breach by the Participant of this Plan where the breach is not remedied within 7 days of the Company's notice to the Participant to do so; or
- (e) an application being made to a court for an order, or an order being made, that the Participant be made bankrupt (or any similar event in any jurisdiction as determined by the Board in its discretion).

Amount repayable

5.6 If Financial Assistance provided to a Participant becomes repayable pursuant to clause 5.4 or 5.5, the Company must accept in full and complete satisfaction of the Participant's indebtedness and obligations to it under the Financial Assistance:

- (a) if the applicable Performance Conditions have been satisfied - the total amount of the Financial Assistance owing by the Participant to the Company minus the amount of the Waiver (if any) in cash or by other means agreed between the Participant and the Company; or
- (b) in any case - the transfer to the Company (or its nominee) of the Plan Shares to which the Financial Assistance relates in accordance with clause 8.

Waiver

5.7 Upon satisfaction of the applicable Performance Conditions in respect of a Plan Share, the Board will waive the repayment of a proportion of the Financial Assistance with respect to such Plan Share calculated in accordance with the following formula:

Waiver = Financial Assistance granted initially pursuant to clause 5.1 x (1 – FBT Rate).

Dividends and other entitlements

5.8 The Company may retain, or pay to itself on behalf of a Participant, any moneys (including dividends) and any capital distributions that may become payable in respect of a Plan Share in reduction of the amount outstanding under Financial Assistance in respect of that Plan Share.

5.9 A Participant may not participate in any dividend reinvestment plan (or similar plan) established by the Company until the Financial Assistance in respect of his or her Plan Shares has been fully repaid.

Limited recourse

5.10 If Financial Assistance is discharged or repaid under clause 5.6 then:

- (a) no further amount will be repayable by the Participant to the Company under the Financial Assistance in respect of the Plan Shares; and
- (b) no further amount will at any time be recoverable by the Company from the Participant in respect of the Financial Assistance.

Security

- 5.11 As security for Financial Assistance, each Participant grants to the Company:
- (a) a pledge of its Plan Shares; and
 - (b) a charge over all dividends and other amounts paid or payable on those Plan Shares.
- 5.12 The Company is entitled to retain the share certificates (if any) for any Plan Shares provided under this Plan to the Participant, and to impose a holding lock on the Plan Shares.
- 5.13 A Participant must not create, other than in favour of the Company, any Security Interest over any Plan Shares while they are subject to the restrictions of this Plan without the consent of the Board.

Bonus and entitlement issues

- 5.14 If any Shares or other securities are issued in respect of the Plan Shares as part of a bonus or entitlement issue, then those Shares or other securities will also be subject to the security in this clause 5 and the other terms of this Plan as if they were a Plan Share (unless the Board otherwise determines).

6 Performance Conditions of Plan Shares

- 6.1 The Plan Shares held by a Participant will be subject to any Performance Conditions specified in the Offer and in accordance with these Rules.
- 6.2 Performance Conditions may be waived at the absolute discretion of the Board (unless such waiver is excluded by the terms of the Plan Share).
- 6.3 Subsequently to Performance Conditions in respect of Plan Shares being satisfied, the Participant will be entitled to repay the Financial Assistance in respect of those Plan Shares in accordance with clause 5.

7 Allotment of Plan Shares

Rights attaching to Plan Shares

- 7.1 The Plan Shares will upon allotment:
- (a) rank equally for dividends and other entitlements where the record date is on or after the date of allotment, but will carry no right to receive any dividend or entitlement where the record date is before the date of allotment; and
 - (b) be subject to any restrictions imposed under these Rules, will otherwise rank equally with the existing issued Shares at the time of allotment.

Quotation

- 7.2 If the Company is Listed, then as soon as practicable after the date of the allotment of the Plan Shares, the Company will, unless the Board otherwise resolves, apply for official quotation of such Plan Shares on the ASX.

New or existing Shares

- 7.3 The Company may, in its discretion, either issue new Shares or cause existing Shares to be acquired for transfer to the Participant, or a combination of both alternatives, to satisfy the Company's obligations under these Rules.
- 7.4 If the Company determines to cause the transfer of Shares to a Participant, the Shares may be acquired in such manner as the Company considers appropriate, including from a trustee appointed under clause 7.5.

Trustee

- 7.5 The Company may appoint a trustee on terms and conditions which it considers appropriate to acquire and hold Plan Shares either on behalf of Participants or for the purposes of this Plan.

8 Share transfer

When Plan Shares are transferred

- 8.1 Plan Shares held by a Participant will be transferred by the Company to a third party nominated by the Company if:
- (a) the Participant elects to transfer them to the Company in satisfaction of any outstanding Financial Assistance under clause 5.6(b);
 - (b) Financial Assistance has become repayable and either the relevant Performance Conditions have not been satisfied at the repayment due date, or the Participant does not elect to repay the Financial Assistance in accordance with clause 5.6(a) within 14 days after the repayment due date; or
 - (c) the relevant Performance Conditions have not been satisfied by the last date for their satisfaction (if applicable) or have otherwise failed to be satisfied.

Buy back price

- 8.2 The consideration for the transfer is the full satisfaction of any Financial Assistance provided in connection with the acquisition of those Plan Shares, even if the amount of Financial Assistance was or has been reduced to nil.
- 8.3 The Board may determine that the Company should pay to the Participant greater consideration for the transfer than set out in clause 8.2, for example if the Participant has made voluntary repayments or has had dividends or other distributions credited to the Participant's Financial Assistance balance prior to the buy back.

How Shares are transferred

- 8.4 A Participant and the Company must do whatever is necessary or desirable to effect a transfer of Plan Shares when required under this clause 8. Each Participant irrevocably appoints the Company and each of its Directors from time to time severally as its attorney to sign any document necessary or desirable, and carry out any act, on that Participant's behalf for the purposes of this clause 8.

9 Restricted Plan Shares

Restrictions

- 9.1 A Participant must not sell, transfer, mortgage, pledge, charge, grant security over or otherwise dispose of any Plan Shares, or agree to do any of those things, during the Restriction Period.
- 9.2 The Company may implement any procedures it considers appropriate to ensure that Restricted Plan Shares are not disposed of during the Restriction Period, including applying a holding lock in respect of Shares.
- 9.3 Without limiting its discretions under these Rules, the Board may at any time in its discretion waive or shorten the Restriction Period applicable to a Plan Share.

Bonus issues

- 9.4 If the Company makes a pro rata bonus issue to holders of Plan Shares, the Shares issued to Participants under the pro rata bonus issue will be subject to the balance of the Restriction Period that applied to the Plan Shares.

Takeovers

- 9.5 If a takeover bid is made to acquire all of the issued Shares of the Company, or a scheme of arrangement, selective capital reduction or other transaction is initiated which has an effect similar to a full takeover bid for Shares in the Company, then Participants are entitled to accept the takeover bid or participate in the other transaction in respect of all or part of their Plan Shares notwithstanding that the Restriction Period in respect of such Plan Shares has not expired. The Board may, in its discretion, waive unsatisfied Performance Conditions in relation to some or all Plan Shares in the event of a such a takeover or other transaction.

Personal representatives

- 9.6 If a Participant dies before the end of the Restriction Period, then the legal personal representative of that deceased Participant will have the same rights and benefits and be subject to the same obligations in respect of those Shares as the deceased Participant would have had or been subject to had they survived until the end of the Restriction Period.

10 Power of attorney

- 10.1 In consideration of the issue of the Plan Shares, each Participant irrevocably appoints each director and the secretary for the time being of the Company severally as his or her attorney, to do all acts and things and to complete and execute any documents, including share transfers, in his or her name and on his or her behalf that may be convenient or necessary for the purpose of giving effect to the provisions of these Rules or the terms of a Plan Share. The Participant (or after his or her death, his or her legal personal representative) will be deemed to ratify and confirm any act or thing done under this power and to indemnify the attorney in respect of doing so.

11 Powers of the Board

- 11.1 The Plan will be administered by the Board, or a committee of the Board, which will have an absolute discretion to:
- (a) determine appropriate procedures for administration of the Plan consistent with these Rules;
 - (b) resolve conclusively all questions of fact or interpretation arising in connection with the Plan or these Rules;
 - (c) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions under the Plan or these Rules;
 - (d) formulate special terms and conditions (subject to the Listing Rules), in addition to those set out in these Rules to apply to Participants employed and/or resident in and/or who are citizens of countries other than Australia. Each of these special terms and conditions will be restricted in their application to those Participants employed and/or resident in and/or who are citizens of other jurisdictions; and
 - (e) amend these Rules, provided that such amendments do not materially prejudice the rights of existing Participants.
- 11.2 While the Company is Listed, the Board may only exercise its powers in accordance with the Listing Rules.

12 Commencement, suspension, termination and amendment of Plan

- 12.1 Subject to the passing of any necessary resolution approving the establishment of the Plan and the issue of the Plan Shares, the Plan will take effect when the Board decides.
- 12.2 The Plan may be suspended, terminated or amended at any time by the Board, subject to any resolution of the Company required by the Listing Rules.

13 General provisions

Participants bound

- 13.1 Participants issued Plan Shares under this Plan are bound by these Rules and by the Constitution of the Company.

Notices

- 13.2 Any notice required to be given by the Company to a Participant or any correspondence to be made between the Company and a Participant may be given or made by the Board or its delegate on behalf of the Company.

Effect on executive entitlements

- 13.3 Participation in the Plan does not affect a Key Executive's terms of employment or appointment with the Company. In particular, participation in the Plan does not detract from

any right the Company may have to terminate the employment or appointment of a Key Executive.

- 13.4 Participation in the Plan, or the issuing of any Plan Shares, does not form part of the Key Executive's remuneration for the purposes of determining payments in lieu of notice of termination of employment, severance payments, leave entitlements, or any other compensation payable to a Key Executive upon the termination of employment.

Governing law

- 13.5 These Rules are governed by and are to be construed in accordance with the laws of New South Wales.