

HEAVY RARE EARTHS LIMITED

[ACN 648 991 039]

("the Company")

EMPLOYEE SECURITY OWNERSHIP PLAN ("ESOP" or "this Plan")

PURPOSE, COMMENCEMENT AND INTERPRETATION

1 PURPOSE OF THIS PLAN

The Board of the Company has adopted this Employee Security Ownership Plan ("this Plan") described in this Plan for the purpose of:

- (a) providing Eligible Persons with an additional incentive to work to improve the performance of the Company;
- (b) attracting and retaining Eligible Persons essential for the continued growth and development of the Company;
- (c) to promote and foster loyalty and support amongst Eligible Persons for the benefit of the Company; and
- (d) to enhance the relationship between the Company and Eligible Persons for the long term mutual benefit of all parties.

2 COMMENCEMENT

This Plan shall commence upon the day the member/s of the Company resolves to adopt the Plan.

3 INTERPRETATION

3.1 In this Plan, unless the context otherwise requires:

"Associated Body Corporate" means a body corporate (whether incorporated in Australia or elsewhere) in which the Company holds a relevant interest (as defined in the Corporations Act and as if the body corporate was incorporated in Australia) of at least 30%;

"ASX" means (as the context requires) ASX Limited or the prescribed financial market known as ASX operated by ASX Limited and/or its subsidiaries;

"Board" means the board of directors of the Company from time to time (but does not imply a requirement that any act be authorised by a unanimous decision of the Board);

"Company" means Heavy Rare Earths Limited [ACN 648 991 039];

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

"Director" means a director from time to time of the Company;

"Eligible Person" means a person who is:

- (i) a Director or officer of;
- (ii) an employee of; or
- (iii) a consultant to,

the Company or an Associated Body Corporate and, in the case of consultants, includes bodies corporate;

"Option" means an Option issued under this Plan to subscribe for a Share;

"Other Interest" means a security (within the meaning of the Corporations Act) or other right, interest or entitlement (which may be a conditional right, interest or entitlement) to acquire or receive Shares or to receive or participate in a benefit referable to Shares or the activities of the Company, and without limitation may include a preference share, a performance right, a beneficial interest in shares held by a trustee or to the proceeds of the sale of shares held by a trustee, or an entitlement to receive amounts calculated as if shares were issued or held by or on behalf of a person (whether alone or with others) and sold;

"Plan" means the Employee Security Ownership Plan as comprised by and contained in this document, as amended from time to time;

"Option holder" means a person who holds Unexercised Options;

"Security" means Shares, Options or Other Interests, as the case requires, and notwithstanding that an Other Interest may not be a security within the meaning of the Corporations Act;

"Share" means an ordinary fully paid share in the capital of the Company; and

"Unexercised Options" means Options issued under this Plan from time to time which have not lapsed and have not been exercised.

- 3.2 The word "offer" is used in this plan and any document under or referring to this Plan for convenience only, and an offer referred to or under this Plan is an invitation to apply for Securities and is expressly not capable of creating a binding contract to issue Securities merely by acceptance.
- 3.3 In this Plan, unless the context otherwise requires, the singular includes the plural and vice versa.
- 3.4 A reference to an Act or other legislation includes a reference to that Act or legislation as amended, reenacted or replaced from time to time, and an Act includes reference to applicable subordinate legislation.
- 3.5 Nothing in this Plan will apply to permit or authorise, or be interpreted as permitting or authorising, any act (including an omission) prohibited by law of which is contrary to the constitution of the Company. Acts ancillary to the exercise of powers under this Plan including acts to comply with the law or the constitution of the Company in order to give effect to the purpose and intention of this Plan are acts under this Plan.
- 3.6 If at any relevant time any securities of the Company are admitted to official quotation on ASX this Plan shall be interpreted and applied in accordance with and subject to all applicable listing rules. A reference to ASX or to listing or being listed does not indicate or imply that the Company will necessarily apply to be, be or remain listed on ASX or any other securities exchange at any particular time or at all, and does not indicate or imply that securities of the Company whether offered or issued under this Plan or otherwise will be quoted on ASX or any other securities exchange.

SECURITIES AND OTHER INTERESTS

4 NUMBER OF SECURITIES

- 4.1 The total number of Securities which may be issued under this Plan
- (a) from time to time prior to listing on ASX is the number which is 7.5% (seven and half percent) of the number of fully paid ordinary shares of the Company then on issue; and
 - (b) upon and as at the time of listing on ASX (if the Company lists on ASX), shall be fixed (as the maximum that may be issued under this Plan) as 7.5% (seven and half percent) of the number of fully paid ordinary shares of the Company then on issue or such lesser number as the Directors may determine.
- 4.2 For the purposes of clause 4.1 a Share issued on exercise of an Option or exercise or conversion of an Other Interest is not to be counted in determining the number of Securities issued under this Plan.
- 4.3 For the purposes of clause 4.1 an Option or an Other Interest which has been exercised or converted, or which has lapsed or been cancelled, is not to be counted in determining the number of Securities issued under this Plan after the Option or Other Interest is exercised, lapses or is cancelled.
- 4.4 For the purposes of clause 4.1 a Security which lapses before vesting is not to be counted in determining the number of Securities issued under this Plan after the Security has lapsed.
- 4.5 For the purposes of clause 4.1 where the invitation or offer in respect of a Security specified the proposed issue of the Security would not occur or would be deferred until or unless an event occurred, a condition (which may be the non-occurrence of an event) was satisfied and/or a period of time passed and the proposed issue was cancelled or is deemed to have been cancelled in accordance with the terms of the invitation or offer and/or this Plan, the Security is not to be counted in determining the number of Securities issued under this Plan.

- 4.6 For the purposes of clause 4.1 the number of Securities represented by an Option or an Other Interest is the number of Shares to be issued upon exercise or conversion of the Option or Other Interest. If the terms of issue of an Other Interest do not provide for a fixed number of Shares to be issued or it is otherwise not possible to establish at the time of the applicable invitation or offer the exact number of Shares that would be issued upon exercise or conversion of the Other Interest:
- (a) the maximum number of Shares which may be issued if all conditions of exercise or conversion of the Other Interest were to be satisfied shall be counted for the purposes of clause 4.1; or
 - (b) the Directors may specify a number of Shares for the purposes of clause 4.1, on the basis of a reasonable estimate of factors to be included in calculation of the number of Shares which would be issued (for example, if the price of Shares at the time of exercise or conversion is a factor in the calculation, by using a price representing the price of Shares at the time an invitation or offer is made in the absence of a minimum price or other determinant of price affecting the calculation).

5 TYPES OF SECURITIES

- 5.1 The Company may issue Securities of any type provided for in this Plan. The choice of the type of Security or Securities for which an invitation or offer is made, or which is issued to an Eligible Person, shall be at the Board's discretion.
- 5.2 The type of Security which is the subject of an invitation or offer shall be specified in the applicable invitation or offer.

PARTICIPATION IN THIS PLAN

6 ELIGIBILITY AND ENTITLEMENT

- 6.1 Subject to the listing rules of ASX (if applicable) and this Plan, the Board (with the advice of the remuneration committee, if any) shall determine from time to time:
- (a) the number and type of Securities (if any) an Eligible Person be made an invitation or offer to apply for and acquire under this Plan;
 - (b) the terms of issue of the Securities;
 - (c) whether any sum is to be payable for the issue of the Securities, whether prior to, at the time of or after the issue of the Securities; and
 - (d) (where applicable) the expiry date, any applicable vesting date or dates, and the exercise price of Options or Other Interests to be offered.
- 6.2 If the Board determines that Securities are to be offered to an Eligible Person, that Eligible Person shall be invited to apply in his or her name or in the name of his or her nominee (provided such nominee is approved by the Board) for all or part of the Securities offered to that person. The Company shall issue the agreed number of Securities following receipt (within the time, if any, specified in the invitation) of the application and, if applicable, payment of any sum specified for the issue of the Securities.
- 6.3 An invitation or offer of Securities may specify that the proposed issue of the Securities will not occur or will be deferred until or unless an event occurs, a condition (which may be the non-occurrence of an event) is satisfied and/or a period of time passes. Until the issue of the Securities the Eligible Person has no claim to the Securities or any Shares that would be issued upon exercise or conversion of an Option or Other Security, and the proposed issue will be deemed to have been cancelled in accordance with the terms of the invitation or offer and/or this Plan.
- 6.4 The Board of Directors retains the right to withdraw an invitation or offer at any time prior to receiving an application from the person to whom the invitation or offer was made, or that person's nominee.
- 6.5 It is a term of any invitation or offer that it may not be accepted by a person who is not an Eligible Person or who is a person to whom securities cannot be offered or issued without disclosure under the Corporations Act. The making or acceptance of an invitation or offer, or the issue of Securities, does not result in or deem a person to be an Eligible Person or to be a person to whom securities can be offered or issued without disclosure under the Corporations Act.

- 6.6 An invitation may include an offer from the Board of Directors to loan an Eligible Person funds for the purposes of acquiring Securities under this Plan. Such loans are subject to compliance with the Corporations Act and the listing rules of ASX.

7 ACCEPTANCE

- 7.1 The Company shall accept and treat as valid any application or acceptance in response to an invitation or offer provided that the application accords, in all respects, with this Plan, is for the number of Securities to which the Eligible Person is invited to apply for and the invitation or offer, the recipient has performed or otherwise satisfied all requirements under or applicable to the invitation or offer, and the invitation or offer has not been withdrawn. The Company is not otherwise bound to issue Securities notwithstanding that a person may have received an invitation or offer.
- 7.2 Upon acceptance of the application, the Company shall deliver a certificate or other record of holding in respect of the Securities granted to the Eligible Person within 20 business days unless the Eligible Person has agreed to the Company or third party retaining or receiving the certificate or record of holdings.
- 7.3 Each Eligible Person (and, if applicable, his or her nominee) will be taken to agree to be bound by this Plan upon the acceptance of an invitation or offer from the Board to take up Securities under this Plan.
- 7.4 If the Company is admitted to the official list of ASX, the recipient of Securities issued under this Plan agrees to complete, execute and comply with any restriction agreement necessary to satisfy the requirements of ASX and undertake all other matters considered by the Company to be reasonably necessary to satisfy the requirements of ASX, including granting an irrevocable power of attorney to the officers of the Company to do all matters and execute all documents on the recipients' behalf. SHARES

8 TERMS OF ISSUE

- 8.1 Shares issued under this Plan are fully paid ordinary shares in the capital of the Company but may be subject to restrictions, special requirements or other terms of issue without necessarily forming a distinct class of securities for the purposes of the Corporations Act.
- 8.2 The Board may determine the restrictions, special requirements or other terms of issue of any Share which may be issued under this Plan, provided such is described in the invitation to apply for or offer of that Share. The description may be by way of reference to this Plan (which is deemed to be incorporated in any such invitation or offer as if set out in the invitation or offer in full) or any other document provided that, without limiting the other ways a copy may be made available, the Board will make a copy available to the named recipient of the invitation or offer within a reasonable period of a written request to do so.
- 8.3 Without limitation, the terms of issue of a Share may specify that the Share is not able to be transferred, disposed of or encumbered until one or more conditions (which may include the passage of time to the occurrence or non-occurrence of an event) are fulfilled or an amount is paid to the Company, or that (subject to the Corporations Act) Shares must be transferred as directed by the Company or sold back, whether or not for any consideration or compensation, upon the occurrence of an event or if an event does not occur (whether by a particular date or otherwise).
- 8.4 This clause 8 does not limit the nature, class or terms of issue of shares which may be issued under this Plan as Other Securities.

OPTIONS

9 TERMS OF OPTIONS ISSUED UNDER THIS PLAN

- 9.1 Unless specified in the terms of an offer under this Plan, no amount is payable for a grant of Options.
- 9.2 Each Option shall carry the right in favour of an Option holder to subscribe for one fully paid ordinary Share in the capital of the Company.
- 9.3 Each Option expires at 5.00 pm (Melbourne, Victoria time) on the expiry date specified in the terms of issue of that Option, subject to earlier expiration, lapse or cancellation in accordance with the terms of this Plan.
- 9.4 Options may only be exercised if permitted by this Plan and on the terms of issue. Options cannot be exercised unless vested in accordance with the terms of issue.

- 9.5 The exercise price of each Option shall be as specified in the terms of issue of that Option. The exercise price shall be payable in full on exercise of the Option by the Holder.
- 9.6 The Company may permit cashless exercise of options, at the discretion of the Board.
- 9.7 Options shall be exercisable by the delivery to the registered office of the Company of a notice in writing stating the intention of the Option holder to exercise all or a specified number of Options, accompanied by the relevant Option certificate (if any) and a cheque made payable to the Company for the exercise price of all the Options exercised, or by such other method as the Company may specify (whether at the time of issue or otherwise).
- 9.8 An exercise of only some Options shall not affect the rights of the Option holder under the balance of the Options held by him or her.
- 9.9 If an Option is exercised in accordance with this Plan and its terms of issue, the Company shall issue the resultant Share and deliver notification of shareholding within forty (40) business days of the exercise of an Option or such longer time as may be permitted under the listing rules of ASX (if applicable) and the Company's Constitution.
- 9.10 Shares issued pursuant to the exercise of Options shall rank equally with existing Shares of the Company in all respects from the date of issue of the Share. If admitted to the official list of ASX at the time of issue of the Share, the Company will apply for official quotation by ASX of the Shares issued upon exercise of an Option, subject to any restriction obligations imposed by ASX.
- 9.11 Options may not be transferred, assigned or otherwise dealt with except in accordance with clause 11 of this Plan.
- 9.12 The Company is not bound to recognise any transfer or assignment of Options unless made in accordance with clause 11 of this Plan and then only if a copy of the duly executed instrument of assignment or transfer is lodged with the Company.
- 9.13 Holders of Options which have vested will be permitted to participate in any new pro-rata issue of securities of the Company subject to the prior exercise of the Options and any restriction obligations. The Company will ensure that Option holders will be allowed at least seven business days' notice to allow for conversion of Options prior to the record date in relation to any offer of securities made to shareholders.
- 9.14 In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company:
- (a) if at the time of the reconstruction any securities of the Company are admitted to quotation by the ASX or another stock exchange, the Options will be reorganised in accordance with the listing rules or their equivalent applying at the time of the reorganisation; or
 - (b) if at the time of the reconstruction no securities of the Company are admitted to quotation by the ASX or other stock exchange, the Options will be reorganised in the same proportion as the underlying ordinary shares (in such a way as not to cause a change in the total exercise price for a post reconstruction holding of Options, disregarding the effect of any fractions or rounding).
- Note: That is, in the case referred to in clause 9.14(b), if ordinary shares are reconstructed by each share being divided into four shares, if a pre-reconstruction Option to acquire one ordinary share was exercisable at two dollars, it will be divided into four Options each to acquire one post-reconstruction ordinary share at an exercise price of 50 cents each. The other terms and conditions of the Options will remain unchanged.*
- 9.15 The Options will not give any right to participate in dividends until Shares are issued pursuant to the exercise of the relevant Options.
- 9.16 Options issued under this Plan do not confer upon the holder a right to receive notices of general meetings (except as may be required by law), nor any right to attend, speak at or vote at general meetings of the Company.
- 9.17 If offered and issued after the Company is admitted to the official list of ASX, any Options offered and issued shall:

- (a) have an exercise price of not less than the average closing trading price of the Company's listed Shares on the five trading days prior to issuing invitations or offers to accept Options under this Plan;
- (b) have an expiry date not later than five years after the date of issue; and
- (c) vest at such times as the Board (with the advice of the remuneration committee) may specify in the applicable invitation to accept an offer of the Options, each of which shall be deemed to form part of the terms of issue of the Options.

10 EXERCISE PERIOD & LAPSE OF OPTIONS

- 10.1 Options lapse and cannot be exercised after the earlier of the expiry date specified in their terms of issue or the date determined in accordance with clause 12 in respect of the applicable Eligible Person.
- 10.2 If the Company is admitted to the official list of ASX, Options may only be exercised during a restriction period in accordance with the terms of the restriction and the ASX listing rules.

11 LIMITED TRANSFERABILITY & DEALINGS

- 11.1 Save as otherwise provided in this clause 11, Options are personal to the Eligible Person and are not transferable or assignable and may only be exercised in accordance with this Plan. No Option issued under this Plan shall be capable of being mortgaged, pledged or encumbered in any way whatsoever.
- 11.2 Subject to clause 11.3 of this Plan and provided that the prior written consent of the Board is obtained (such consent not to be unreasonably withheld), clause 11.1 shall not prevent an Option from being transferred or assigned:
 - (a) by will or by operation of the laws of succession following the Eligible Person's death; or
 - (b) in accordance with a direction of the Board upon the incapacity of the Eligible Person; or
 - (c) to a spouse or an associated trust or company within the meaning of former section 26AAB(14) of the Income Tax Assessment Act 1936.
- 11.3 Before an Option is transferred or assigned, the transferee must execute a covenant with the Company whereby the transferee agrees to be bound by the terms of this Plan.
- 11.4 A transferred Option may only be exercised in accordance with this Plan and terms of issue of the Options.

12 TERMINATION OF RIGHT TO EXERCISE OPTION

- 12.1 Subject to clauses 12.2 and 12.3, an Option holder's right to exercise Options under this Plan shall terminate within one month of the Option holder ceasing to be an Eligible Person (or, if the Option holder is a nominee of an Eligible Person, the Eligible Person who nominated the nominee ceasing to be an Eligible Person) provided that:
 - (a) where an Eligible Person dies and at the date of his or her death that Eligible Person (and his or her nominees) held any Unexercised Options, such Options may be exercised by the legal personal representatives of the Option holder (or, if applicable, his or her nominees) within 12 months of the date of the Eligible Person's death (subject to the earlier expiry or lapse of the Options); or
 - (b) where an Eligible Person ceases to be an Eligible Person by reason of the cessation of employment or their engagement as a consultant for whatever reason, other than the circumstances referred to in clause 12.1(e) of this Plan and on the date the Eligible Person ceases to be an Eligible Person, the Eligible Person (and his or her nominees) held any Unexercised Options (subject to the earlier expiry or lapse of the Options), such Options may be exercised at any time within 90 days or such other period, being not less than 90 days, as determined by the Board (in its absolute discretion) prior to, at or following the date upon which the Eligible Person so ceased to be an Eligible Person; or (c) where an Eligible Person ceases to be an Eligible Person by reason of:
 - A. the retirement of the Eligible Person at or after attaining the age of 65 years;
 - B. retirement of the Eligible Person before age 65 years with the consent of the Board;
 - C. ill health of, or accident affecting, the Eligible Person; or

- D. redundancy by reason of participation in a voluntary redundancy scheme of the Company or an Associated Body Corporate or being made redundant or being retrenched by the Company or an Associated Body Corporate, and on the date the Eligible Person ceases to be an Eligible Person, the Eligible Person (and his or her nominees) held any Unexercised Options, such Options may (subject to the earlier expiry or lapse of the Options) be exercised at any time before the expiry of six months from the date upon which the Eligible Person ceased to be an Eligible Person; or
- (d) where an Eligible Person is declared bankrupt or becomes subject to Part X of the Bankruptcy Act 1966 (Cth) (as amended) and upon such date the Eligible Person held any Unexercised Options, those Unexercised Options shall immediately lapse and cease to be exercisable;
- (e) where an Eligible Person ceases to be an Eligible Person by reason of the Company terminating the Eligible Person's contract of service in circumstances where the Eligible Person has committed gross misconduct, gross negligence, wilful disobedience or due to any other cause or matter which entitles the Company to dismiss the Eligible Person without notice and on the date the Eligible Person ceases to be an Eligible Person, the Eligible Person (and his or her nominees) held any Unexercised Options, such Options shall immediately and automatically lapse and the right of the Eligible Person (and his or her nominees) to exercise those Unexercised Options shall terminate immediately upon dismissal of the Eligible Person; or
- (f) where Options have been assigned in accordance with the terms of this Plan and an event has occurred in respect of the original Option holder (or, in the event that the original Option holder was a nominee of an Eligible Person, then that Eligible Person) of the nature referred to in the foregoing paragraphs of this clause 12.1, the person then the Option holder at that time shall only be entitled to exercise the Unexercised Options within the same time limits (if any) specified in the respective paragraph of this clause 12.1, and otherwise the Unexercised Options shall lapse.
- 12.2 If at the relevant time any securities of the Company are admitted to quotation by the ASX or other stock exchange, subject to compliance with the listing rules (particularly but not only listing rule 6.23 or its equivalent, if applicable), the Board may, at its discretion, extend the time periods in, or waive the application of any provision of, clause 12.1 of this Plan, but not so as to extend the expiry date of an Option beyond the expiry date specified in its terms of issue.
- 12.4 Nothing in clauses 12.1 and 12.2 of this Plan shall be taken to permit an Option to be exercised after its expiry date specified in its terms of issue and any reference to a date in those clauses shall be taken to be a reference to the earlier of that date or the expiry date of the relevant option or options.

OTHER INTERESTS

13 NATURE AND TERMS OF OTHER INTERESTS

- 13.1 The Board may determine the nature, rights and liabilities attaching to, and terms of issue of any Other Interest which may be issued under this Plan.
- 13.2 The terms of issue of any Other Interest issued under this Plan may include that the Other Interest may be lapsed or be cancelled on such terms as the Board determines. An Eligible Person or other holder of an Other Interest shall have no claim against the Company or any other person if the Other Interest lapses or is cancelled as provided for in its terms of issue.
- 13.3 The Board may adopt rules subordinate to this Plan for the terms of and administration of particular Other Interests, which subordinate rules will apply to those Other Interests as terms of issue of those Other Interests. Clauses 13 to 18 of this Plan (both inclusive, with such amendments as the context requires and permits) will apply to such subordinate rules as if set out in the subordinate rules.

MISCELLANEOUS

14 AMENDMENT OF THIS PLAN

This Plan may only be amended with the prior approval by resolution of the shareholders of the Company at a general meeting. If the Company is admitted to the official list of ASX, this Plan may only be amended in accordance with the listing rules of ASX.

15 RIGHTS OF EMPLOYEES OR CONSULTANTS

This Plan shall not form part of any contract of employment between the Company and any of its employees or consultants and shall not confer directly or indirectly on any employee or consultant any legal or equitable rights.

16 GOVERNING LAW

This Plan, any Securities issued under this Plan and any invitation, offer or application under this Plan shall be governed by the laws applying in the State of Victoria, Australia. Each person who accepts an invitation or offer of Securities made under this Plan, or who applies for or receives Securities issued under this Plan, or to whom this Plan otherwise applies submits to the non-exclusive jurisdiction of the Courts of the State of Victoria and the Courts of appeal therefrom.

17 POWERS OF DIRECTORS

17.1 This Plan shall be administered by the Board who shall have the power to:

- (a) determine procedures from time to time for administration of this Plan consistent with this Plan;
- (b) subject to clause 14 of this Plan and (if applicable) the listing rules, amend or modify this Plan; and
- (c) resolve conclusively all questions of fact or interpretation arising in connection with this Plan.

17.2 The Board may delegate any of its powers under this Plan other than the powers in clauses 12.1(b), 12.1(c) 13 and 14. An act by a delegate in accordance with a delegation of powers by the Board will be as good, effective and binding as if it were an act of the Board.

18 TERMINATION AND SUSPENSION OF PLAN

18.1 This Plan may at any time be terminated by the Board but such termination shall not, in and of itself, affect the rights of holders of Securities issued or the terms of Securities issued prior to such termination.

18.2 The Board may suspend the operation of this Plan for any period it considers desirable, but such suspension will not affect holders of Securities or the terms of Securities issued prior to such suspension.
