



STANFIELD FUNDS MANAGEMENT LIMITED

TERMS AND CONDITIONS OF NOTEHOLDER OPTIONS

The Noteholder Options entitle the holder to subscribe for Shares on the terms and conditions set out below.

(a) **Entitlement**

Each Noteholder Option entitles the holder to subscribe for one Share upon exercise of the Noteholder Option.

(b) **Expiry Date**

Each Noteholder Option will expire at 5.00pm (WST) on the date that is 3 years after the date that the Noteholder Option is issued (**Expiry Date**).

(c) **Exercise Price**

Each Noteholder Option will have an exercise price equal to \$0.25 (**Exercise Price**).

(d) **Exercise period and lapsing**

Subject to clause (i), Noteholder Options may be exercised at any time after the date of issue and prior to the Expiry Date. After this time, any unexercised Noteholder Options will automatically lapse.

(e) **Exercise Notice and payment**

Noteholder Options may be exercised by notice in writing to the Company (**Exercise Notice**) together with payment of the Exercise Price for each Noteholder Option being exercised. Any Exercise Notice for a Noteholder Option received by the Company will be deemed to be a notice of the exercise of that Noteholder Option as at the date of receipt. Cheques paid in connection with the exercise of Noteholder Options must be in Australian currency, made payable to the Company and crossed "Not Negotiable".

(f) **Shares issued on exercise**

Shares issued on exercise of Noteholder Options will rank equally in all respects with then existing fully paid ordinary shares in the Company.

(g) **Quotation of Shares**

Provided that the Company is quoted on ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Noteholder Options.

(h) **Timing of issue of Shares**



Subject to clause (i), within 5 business days after the later of the following:

- (i) receipt of an Exercise Notice given in accordance with these terms and conditions and payment of the Exercise Price for each Noteholder Option being exercised by the Company if the Company is not in possession of excluded information (as defined in section 708A(7) of the Corporations Act); and
- (ii) the date the Company ceases to be in possession of excluded information with respect to the Company (if any) following the receipt of the Notice of Exercise and payment of the Exercise Price for each Noteholder Option being exercised by the Company,

the Company will:

- (iii) allot and issue the Shares pursuant to the exercise of the Noteholder Options;
- (iv) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act (to the extent that it is legally able to do so); and
- (v) apply for official quotation on the ASX of the Shares issued pursuant to the exercise of the Noteholder Options.

(i) **Shareholder and regulatory approvals**

Notwithstanding any other provision of these terms and conditions, exercise of Noteholder Options into Shares will be subject to the Company obtaining all required (if any) Shareholder and regulatory approvals for the purpose of issuing the Shares to the holder. If exercise of the Noteholder Options would result in any person being in contravention of section 606(1) of the Corporations Act then the exercise of each Noteholder Option that would cause the contravention will be deferred until such time or times that the exercise would not result in a contravention of section 606(1) of the Corporations Act. Holders must give notification to the Company in writing if they consider that the exercise of the Noteholder Options may result in the contravention of section 606(1) of the Corporations Act, failing which the Company will be entitled to assume that the exercise of the Noteholder Options will not result in any person being in contravention of section 606(1) of the Corporations Act.

(j) **Participation in new issues**

There are no participation rights or entitlements inherent in the Noteholder Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Noteholder Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least four business days after the issue is announced. This is intended to give the holders of Noteholder Options the opportunity to exercise their Noteholder Options prior to the announced record date for determining entitlements to participate in any such issue.



(k) 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):

- (i) the number of Shares which must be issued on the exercise of a Noteholder Option will be increased by the number of Shares which the holder would have received if the holder had exercised the Noteholder Option before the record date for the bonus issue; and
- (ii) no change will be made to the Exercise Price.

(l) Adjustment for rights issue

If the Company makes an issue of Shares pro rata to existing Shareholders there will be no adjustment to the Exercise Price.

(m) Adjustments for reorganisation

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

(n) Quotation

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

(o) Transferability

Noteholder Options can only be transferred with the prior written consent of the Company (which consent may be withheld in the Company's sole discretion).