



17 February 2020

ASX Compliance Pty Ltd
Level 40, Central Park
152 – 158 St George's Terrace
PERTH WA 6000

Attention: Market Announcement Office

Dear Sirs

Appendix 2A – Employee Share Plan

Western Areas Limited attaches an appendix 2A for the issue of 64,711 Fully Paid Ordinary Shares (Shares) under the terms and conditions of the Western Areas Employee Share Plan (Plan). The Plan allows eligible employees to acquire up to A\$1,000 of Western Areas Shares for nil consideration. Directors and Senior Executives are not eligible to participate in the Plan.

The Plan, originally implemented in February 2017, was established to facilitate and encourage all employees to become owners in the business via direct shareholding, while bonding and aligning employee effort with positive outcomes for all the shareholders in the Company.

The number of Shares issued to each eligible employee is 397 Shares. This was calculated with reference to the 5 day volume weighted average price up to and including 13 February 2020 which was \$2.51/share. While the employee remains employed by Western Areas, the shares will be restricted from trading for a period of 3 years.

Regards



Joseph Belladonna
CFO & Company Secretary
Western Areas Ltd

Appendix 2A

Application for quotation of +securities

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.

If you are an entity incorporated outside Australia and you are seeking quotation of a new class of +securities other than CDIs, you will need to obtain and provide an International Securities Identification Number (ISIN) for that class. Further information on the requirement for the notification of an ISIN is available from the Create Online Forms page. ASX is unable to create the new ISIN for non-Australian issuers.

*Denotes minimum information required for first lodgement of this form, with exceptions provided in specific notes for certain questions. The balance of the information, where applicable, must be provided as soon as reasonably practicable by the entity.

Part 1 – Entity and announcement details

Question no	Question	Answer
1.1	*Name of entity We (the entity here named) apply for +quotation of the following +securities and agree to the matters set out in Appendix 2A of the ASX Listing Rules. ¹	Western Areas Limited
1.2	*Registration type and number <i>Please supply your ABN, ARSN, ARBN, ACN or another registration type and number (if you supply another registration type, please specify both the type of registration and the registration number).</i>	ABN 68 091 049 357
1.3	*ASX issuer code	WSA
1.4	*This announcement is <i>Tick whichever is applicable.</i>	<input checked="" type="checkbox"/> A new announcement <input type="checkbox"/> An update/amendment to a previous announcement <input type="checkbox"/> A cancellation of a previous announcement
1.4a	*Reason for update <i>Mandatory only if "Update" ticked in Q1.4 above. A reason must be provided for an update.</i>	N/A
1.4b	*Date of previous announcement to this update <i>Mandatory only if "Update" ticked in Q1.4 above.</i>	N/A
1.4c	*Reason for cancellation <i>Mandatory only if "Cancellation" ticked in Q1.4 above.</i>	N/A
1.4d	*Date of previous announcement to this cancellation <i>Mandatory only if "Cancellation" ticked in Q1.4 above.</i>	N/A

¹ Appendix 2A of the Listing Rules includes a warranty that an offer of the securities for sale within 12 months after their issue will not require disclosure under section 707(3) or 1012C(6) of the Corporations Act. If the securities to be quoted have been issued by way of a pro rata offer, to give this warranty, you will generally need to have lodged a cleansing notice with ASX under section 708AA(2)(f) or 1012DAA(2)(f) of the Corporations Act within 24 hours before the securities are offered (see ASIC Regulatory Guide 189 *Disclosure relief for rights issues*). If in doubt, please consult your legal adviser.

1.5	*Date of this announcement	17 February 2020
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Part 2 – Type of issue

Question No.	Question	Answer
2.1	<p>*The +securities to be quoted are:</p> <p><i>Select whichever item is applicable.</i></p> <p><i>If you wish to apply for quotation of different types of issues of securities, please complete a separate Appendix 2A for each type of issue.</i></p>	<p><input type="checkbox"/> Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B</p> <p><input type="checkbox"/> Being issued under a +dividend or distribution plan</p> <p><input type="checkbox"/> Being issued as a result of options being exercised or other +convertible securities being converted</p> <p><input type="checkbox"/> Unquoted partly paid +securities that have been paid up and are now quoted fully paid +securities</p> <p><input type="checkbox"/> Restricted securities where the escrow period has expired or is about to expire</p> <p><input type="checkbox"/> +Securities previously issued under an +employee incentive scheme where the restrictions on transfer have ceased or are about to cease</p> <p><input checked="" type="checkbox"/> +Securities issued under an +employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer</p> <p><input type="checkbox"/> Other</p>
2.2a.1	<p>*Date of Appendix 3B notifying the market of the proposed issue of securities for which quotation is now being sought</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B"</i></p>	N/A
2.2a.2	<p>*Are there any further issues of +securities yet to take place to complete the transaction(s) referred to in the Appendix 3B?</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B".</i></p>	N/A

2.2a.2.1	<p>*Please provide details of the further issues of +securities yet to take place to complete the transaction(s) referred to in the Appendix 3B</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.2a.2 is "Yes".</i></p> <p><i>Please provide details of the proposed dates and number of securities for the further issues. This may be the case, for example, if the Appendix 3B related to an accelerated pro rata offer with an institutional component being quoted on one date and a retail component being quoted on a later date.</i></p>	N/A
2.2b.1	<p>*Date of Appendix 3A.1 lodged with ASX in relation to the underlying +dividend or distribution</p> <p><i>Answer this question if your response to Q2.1 is "Being issued under a dividend or distribution plan".</i></p>	N/A
2.2b.2	<p>*Does the +dividend or distribution plan meet the requirement of listing rule 7.2 exception 4 that it does not impose a limit on participation?</p> <p><i>Answer this question if your response to Q2.1 is "Being issued under a dividend or distribution plan".</i></p> <p><i>Note: Exception 4 only applies where security holders are able to elect to receive all of their dividend or distribution as securities. For example, Exception 4 would not apply in the following circumstances: 1) The entity has specified a dollar limit on the level of participation e.g. security holders can only participate to a maximum value of \$x in respect of their entitlement. 2) The entity has specified a maximum number of securities that can participate in the plan e.g. security holders can only receive securities in lieu of dividend payable for x number of securities.</i></p>	N/A
2.2c.1	<p>Please state the number and type of options that were exercised or other +convertible securities that were converted (including their ASX security code)</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as a result of options being exercised or other convertible securities being converted".</i></p>	N/A
2.2c.2	<p>And the date the options were exercised or other +convertible securities were converted</p> <p><i>Answer this question if your response to Q2.1 is "Being issued as a result of options being exercised or other convertible securities being converted".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the options was exercised or convertible securities was converted.</i></p>	N/A
2.2d.1	<p>Please state the number and type of partly paid +securities (including their ASX security code) that were fully paid up</p> <p><i>Answer this question if your response to Q2.1 is "Unquoted partly paid securities that have been paid up and are now quoted fully paid securities".</i></p>	N/A

2.2d.2	<p>And the date the +securities were fully paid up</p> <p><i>Answer this question if your response to Q2.1 is "Unquoted partly paid securities that have been paid up and are now quoted fully paid securities".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the securities was fully paid up.</i></p>	N/A
2.2e.1	<p>Please state the number and type of +restricted securities (including their ASX security code) where the escrow period has expired or is about to expire</p> <p><i>Answer this question if your response to Q2.1 is "Restricted securities where the escrow period has expired or is about to expire".</i></p>	N/A
2.2e.2	<p>And the date the escrow restrictions have ceased or will cease</p> <p><i>Answer this question if your response to Q2.1 is "Restricted securities where the escrow period has expired or is about to expire".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the escrow restrictions has ceased or will cease.</i></p>	N/A
2.2f.1	<p>Please state the number and type of +securities (including their ASX security code) previously issued under the +employee incentive scheme where the restrictions on transfer have ceased or are about to cease</p> <p><i>Answer this question if your response to Q2.1 is "Securities previously issued under an employee incentive scheme where the restrictions on transfer have ceased or are about to cease".</i></p>	N/A
2.2f.2	<p>And the date the restrictions on transfer have ceased or will cease:</p> <p><i>Answer this question if your response to Q2.1 is "Securities previously issued under an employee incentive scheme where the restrictions on transfer have ceased or are about to cease".</i></p> <p><i>Note: If this occurred over a range of dates, enter the date the last of the restrictions on transfer has ceased or will cease.</i></p>	N/A
2.2g.1	<p>Please state the number and type of +securities (including their ASX security code) issued under an +employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer".</i></p>	64,711

2.2g.2	<p>*Please attach a document or provide details of a URL link for a document lodged with ASX detailing the terms of the +employee incentive scheme or a summary of the terms.</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer".</i></p>	See attached.					
2.2g.3	<p>*Are any of these +securities being issued to +key management personnel (KMP) or an +associate</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer".</i></p>	No					
2.2g.3.a	<p>*Provide details of the recipients and the number of +securities issued to each of them.</p> <p><i>Answer this question if your response to Q2.1 is "Securities issued under an employee incentive scheme that are not subject to a restriction on transfer or that are to be quoted notwithstanding there is a restriction on transfer" and your response to Q2.2g.3 is "Yes". Repeat the detail in the table below for each KMP involved in the issue. If the securities are being issued to the KMP, repeat the name of the KMP or insert "Same" in "Name of registered holder". If the securities are being issued to an associate of a KMP, insert the name of the associate in "Name of registered holder".</i></p> <table border="1" data-bbox="339 969 1364 1066"> <thead> <tr> <th data-bbox="339 969 675 1014">Name of KMP</th> <th data-bbox="675 969 1046 1014">Name of registered holder</th> <th data-bbox="1046 969 1364 1014">Number of +securities</th> </tr> </thead> <tbody> <tr> <td data-bbox="339 1014 675 1066">N/A</td> <td data-bbox="675 1014 1046 1066">N/A</td> <td data-bbox="1046 1014 1364 1066">N/A</td> </tr> </tbody> </table>	Name of KMP	Name of registered holder	Number of +securities	N/A	N/A	N/A
Name of KMP	Name of registered holder	Number of +securities					
N/A	N/A	N/A					
2.2h.1	<p>*The purpose(s) for which the entity is issuing the securities is:</p> <p><i>Answer this question if your response to Q2.1 is "Other".</i></p> <p><i>You may select one or more of the items in the list.</i></p>	<p><input type="checkbox"/> to raise additional working capital</p> <p><input type="checkbox"/> to fund the retirement of debt</p> <p><input type="checkbox"/> to pay for the acquisition of an asset [provide details below]</p> <p><input type="checkbox"/> to pay for services rendered [provide details below]</p> <p><input type="checkbox"/> other [provide details below]</p> <p><i>Additional details:</i></p>					
2.2h.2	<p>*Please provide any further information needed to understand the circumstances in which you are applying to have these +securities quoted on ASX, including why the issue of the +securities has not been previously announced to the market in an Appendix 3B</p> <p><i>Answer this question if your response to Q2.1 is "Other".</i></p>	N/A					
2.2i	<p>*Are these +securities being offered under a +disclosure document or +PDS?</p> <p><i>Answer this question if your response to Q2.1 is any option other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B".</i></p>	N/A					

2.2i.1	<p>*Date of +disclosure document or +PDS?</p> <p><i>Answer this question if your response to Q2.1 is any option other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.2i is "Yes".</i></p> <p><i>Under the Corporations Act, the entity must apply for quotation of the securities within 7 days of the date of the disclosure document or PDS.</i></p>	N/A
2.3	<p>*The +securities to be quoted are:</p> <p><i>Tick whichever is applicable</i></p>	<input checked="" type="checkbox"/> Additional +securities in a class that is already quoted on ASX ("existing class") <input type="checkbox"/> New +securities in a class that is not yet quoted on ASX ("new class")

Part 3A – number and type of +securities to be quoted (existing class or new class) where issue has previously been notified to ASX in an Appendix 3B

Answer the questions in this Part if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.3 is "existing class" or "new class".

Question No.	Question	Answer
3A.1	*ASX +security code & description	N/A
3A.2	*Number of +securities to be quoted	N/A

Part 3B – number and type of +securities to be quoted (existing class) where issue has not previously been notified to ASX in an Appendix 3B

Answer the questions in this Part if your response to Q2.1 is anything other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.3 is "existing class".

Question No.	Question	Answer
3B.1	*ASX +security code & description	WSA, Fully Paid Ordinary Shares
3B.2	*Number of +securities to be quoted	64,711
3B.3a	*Will the +securities to be quoted rank equally in all respects from their issue date with the existing issued +securities in that class?	Yes
3B.3b	<p>*Is the actual date from which the +securities will rank equally (non-ranking end date) known?</p> <p><i>Answer this question if your response to Q3B.3a is "No".</i></p>	N/A
3B.3c	<p>*Provide the actual non-ranking end date</p> <p><i>Answer this question if your response to Q3B.3a is "No" and your response to Q3B.3b is "Yes".</i></p>	N/A
3B.3d	<p>*Provide the estimated non-ranking end period</p> <p><i>Answer this question if your response to Q3B.3a is "No" and your response to Q3B.3b is "No".</i></p>	N/A

3B.3e	<p>*Please state the extent to which the +securities do not rank equally:</p> <ul style="list-style-type: none"> • in relation to the next dividend, distribution or interest payment; or • for any other reason <p><i>Answer this question if your response to Q3B.3a is "No".</i></p> <p><i>For example, the securities may not rank at all, or on a pro rata basis for the next dividend, distribution or interest payment; or the securities may not rank at all or on a pro rata basis or be entitled to participate in some other event, such as an entitlement issue.</i></p>	N/A
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Part 3C – number and type of +securities to be quoted (new class) where issue has not previously been notified to ASX in an Appendix 3B

Answer the questions in this Part if your response to Q2.1 is anything other than "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B" and your response to Q2.3 is "new class".

PART 3C - IS NOT APPLICABLE

Part 4 – Issue details

Question No.	Question	Answer
4.1	<p>*Have the +securities to be quoted been issued yet?</p>	Yes
4.1a	<p>*What was their date of issue?</p> <p><i>Answer this question if your response to Q4.1 is "Yes".</i></p>	14 February 2020
4.1b	<p>*What is their proposed date of issue?</p> <p><i>Answer this question if your response to Q4.1 is "No".</i></p>	N/A
4.2	<p>*Are the +securities to be quoted being issued for a cash consideration?</p> <p><i>If the securities are being issued for nil cash consideration, answer this question "No".</i></p>	No
4.2a	<p>*In what currency is the cash consideration being paid</p> <p><i>For example, if the consideration is being paid in Australian Dollars, state AUD.</i></p> <p><i>Answer this question if your response to Q4.2 is "Yes".</i></p>	N/A
4.2b	<p>*What is the issue price per +security</p> <p><i>Answer this question if your response to Q4.2 is "Yes" and by reference to the issue currency provided in your response to Q4.2a.</i></p> <p><i>Note: you cannot enter a nil amount here. If the securities are being issued for nil cash consideration, answer Q4.2 as "No" and complete Q4.2c and Q4.2d.</i></p>	N/A
4.2c	<p>Please describe the consideration being provided for the +securities to be quoted</p> <p><i>Answer this question if your response to Q4.2 is "No".</i></p>	Issue of Fully Paid Ordinary Shares in accordance with the terms and conditions of the Western Areas Employee Share Plan.

4.2d	Please provide an estimate (in AUD) of the value of the consideration being provided per +security for the +securities to be quoted <i>Answer this question if your response to Q4.2 is "No".</i>	A\$2.51/share. Based on the 5 Day VWAP of Western Areas Share Price.
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Part 5 – Issued capital following quotation

Following the quotation of the +securities the subject of this application, the issued capital of the entity will comprise:

Note: the figures provided in the tables in sections 5.1 and 5.2 below are used to calculate the total market capitalisation of the entity published by ASX from time to time. Please make sure you include in the relevant table each class of securities issued by the entity.

If you have quoted CHESSE Depository Interests (CDIs) issued over your securities, include them in the table in section 5.1 and include in the table in section 5.2 any securities that do not have CDIs issued over them (and therefore are not quoted on ASX).

Restricted securities should only be included in the table in section 5.1 if you are applying to have them quoted because the escrow period for the securities has expired or is about to expire. Otherwise include them in the table in section 5.2.

5.1	*Quoted +securities (total number of each +class of +securities quoted on ASX following the +quotation of the +securities the subject of this application)									
	<table border="1"> <thead> <tr> <th data-bbox="319 817 949 862">ASX +security code and description</th> <th data-bbox="949 817 1428 862">Total number of +securities on issue</th> </tr> </thead> <tbody> <tr> <td data-bbox="319 862 949 1064">WSA – Fully Paid Ordinary Shares</td> <td data-bbox="949 862 1428 1064">273,745,529</td> </tr> </tbody> </table>	ASX +security code and description	Total number of +securities on issue	WSA – Fully Paid Ordinary Shares	273,745,529					
ASX +security code and description	Total number of +securities on issue									
WSA – Fully Paid Ordinary Shares	273,745,529									
5.2	*Unquoted +securities (total number of each +class of +securities issued but not quoted on ASX):									
	<table border="1"> <thead> <tr> <th data-bbox="319 1187 949 1232">ASX +security code and description</th> <th data-bbox="949 1187 1428 1232">Total number of +securities on issue</th> </tr> </thead> <tbody> <tr> <td data-bbox="319 1232 949 1310">Unlisted performance rights – expiring on or before 30/07/2020</td> <td data-bbox="949 1232 1428 1310">1,496,660</td> </tr> <tr> <td data-bbox="319 1310 949 1388">Unlisted performance rights – expiring on or before 30/07/2021</td> <td data-bbox="949 1310 1428 1388">1,003,110</td> </tr> <tr> <td data-bbox="319 1388 949 1512">Unlisted performance rights – expiring on or before 30/07/2022</td> <td data-bbox="949 1388 1428 1512">1,664,860</td> </tr> </tbody> </table>	ASX +security code and description	Total number of +securities on issue	Unlisted performance rights – expiring on or before 30/07/2020	1,496,660	Unlisted performance rights – expiring on or before 30/07/2021	1,003,110	Unlisted performance rights – expiring on or before 30/07/2022	1,664,860	
ASX +security code and description	Total number of +securities on issue									
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Unlisted performance rights – expiring on or before 30/07/2021	1,003,110									
Unlisted performance rights – expiring on or before 30/07/2022	1,664,860									

Part 6 – Other Listing Rule requirements

The questions in this Part should only be answered if you are an ASX Listing (ASX Foreign Exempt Listings and ASX Debt Listings do not need to complete this Part) and:

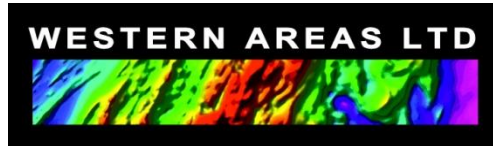
- your response to Q2.1 is "Being issued under a dividend/distribution plan" and the response to Q2.2b.2 is "No"; or
- your response to Q2.1 is "Other".

Note that if your response to Q2.1 is "Being issued as part of a transaction or transactions previously announced to the market in an Appendix 3B", it is assumed that you will have provided the information referred to in this Part in the Appendix 3B.

Question No.	Question	Answer
6.1	*Has the entity obtained, or is it obtaining, +security holder approval for the issue under listing rule 7.1?	No

6.1a	*Date of meeting or proposed meeting to approve the issue under listing rule 7.1 <i>Answer this question if the response to Q6.1 is "Yes".</i>	N/A
6.1b	*Are any of the +securities being issued without +security holder approval using the entity's 15% placement capacity under listing rule 7.1? <i>Answer this question if the response to Q6.1 is "No".</i>	Yes
6.1b.1	*How many +securities are being issued without +security holder approval using the entity's 15% placement capacity under listing rule 7.1? <i>Answer this question if the response to Q6.1 is "No" and the response to Q6.1b is "Yes".</i> <i>Please complete and separately send by email to your ASX listings adviser a work sheet in the form of Annexure B to Guidance Note 21 confirming the entity has the available capacity under listing rule 7.1 to issue that number of securities.</i>	64,711
6.1c	*Are any of the +securities being issued without +security holder approval using the entity's additional 10% placement capacity under listing rule 7.1A (if applicable)? <i>Answer this question if the response to Q6.1 is "No".</i>	No
6.1c.1	*How many +securities are being issued without +security holder approval using the entity's additional 10% placement capacity under listing rule 7.1A? <i>Answer this question if the response to Q6.1 is "No" and the response to Q6.1c is "Yes".</i> <i>Please complete and separately send by email to your ASX listings adviser a work sheet in the form of Annexure C to Guidance Note 21 confirming the entity has the available capacity under listing rule 7.1A to issue that number of securities.</i>	N/A

Introduced 01/12/19



Western Areas Ltd Share Plan Rules

Adopted by the Board on 21 December 2016

EY LAW PERTH

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Our Ref: 18962198

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1. PURPOSE

- 1.1 The Plan is designed to allow the Board to make grants of Shares to Employees to assist with:
- 1.1.1 attracting, motivating and retaining Employees;
 - 1.1.2 allowing Employees the opportunity to become Shareholders (utilising the taxable income reduction concession available under Subdivision 83A-B of the Tax Act); and
 - 1.1.3 aligning the interests of Employees with those of Shareholders.

2. COMMENCEMENT OF PLAN

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

3. OPERATION OF THE PLAN

Grant of Shares

- 3.1 The Board may, from time to time, in its absolute discretion, operate the Plan and invite an Employee to receive a grant of Shares under a Free Grant in accordance with the terms of the Plan and upon such additional terms and conditions as the Board determines.
- 3.2 Unless the Board determines otherwise, the Plan will operate in a manner which complies with the requirements in Subdivision 83A-B of the Tax Act and more particularly sections 83A-35 and 83A-45 to allow Qualifying Employees to utilise the tax concession described in those sections.

Eligibility

- 3.3 Without limiting the powers of the Board, the Board may determine that an Employee will only be eligible to receive an invitation if the Employee has satisfied such matters as the Board may in its absolute discretion determine from time to time, including without limitation:
- 3.3.1 a minimum period of service;
 - 3.3.2 a maximum income limit;
 - 3.3.3 a maximum level of shareholding; or
 - 3.3.4 that the Employee remains an Employee at the allocation date of Shares under the Plan,

subject to the basis on which the invitation is made meeting the requirements of Subdivision 83A-B of the Tax Act as applicable.

Plan non-discriminatory

- 3.4 Both the Plan and any Financial Assistance Scheme shall be operated on a non-discriminatory basis in relation to at least 75% of the permanent employees of the

Relevant Group Company who have completed at least 3 years of service (whether continuous or non-continuous) with the Relevant Group Company and who are Australian residents.

- 3.5 For the purposes of rule 3.4 “Relevant Group Company” means the Group Company in respect of which invitations to receive a grant of Shares under this Plan are being made to Employees.

Information to be provided

- 3.6 At the time of the invitation under rule 3.1 the Company will provide each Qualifying Employee with a Grant Letter which contains the following minimum information regarding the Shares (to the extent it is relevant):

3.6.1 the number or value of Shares being granted, or the method or formula for determining the number or value of Shares;

3.6.2 the method and form of applying for the grant of Shares made under an invitation from the Board;

3.6.3 the time by which an application for a grant of Shares made under an invitation from the Board shall be submitted to the Company, if required;

3.6.4 details of how to decline an invitation to receive a grant of Shares under the Plan;

3.6.5 details of any Trading Restriction on Shares following the grant of Shares; and

3.6.6 any other relevant terms and conditions to be attached to the Shares granted to Employees under the Plan.

- 3.7 Unless otherwise determined by the Board, an Employee who does not submit an application for a grant of Shares within the time specified in the Grant Letter:

3.7.1 shall be taken to have declined the invitation to receive a grant of Shares under the Plan; and

3.7.2 will not be entitled to receive any other equity grant or other payment or form of compensation in lieu of the invitation.

Terms of the grant of Shares

- 3.8 An Employee who is granted Shares, is deemed to have agreed to be bound by:

3.8.1 the Rules;

3.8.2 the terms and conditions of the grant of Shares made under these Rules, as set out in the relevant Grant Letter;

3.8.3 the Constitution (and the Employee agrees to become a Shareholder); and

3.8.4 any other relevant Group policies, such as the Company's Securities Trading Policy,

including any modifications to these documents applicable from time to time.

- 3.9 A grant of Shares will not be made in part. In participating in the grant of Shares, the Employee agrees to be granted the whole number of Shares described in the Grant Letter.
- 3.10 The Board reserves the right to not make a grant of Shares to an Employee who has applied to receive a grant of Shares.
- 3.11 Nothing in the Rules limits the Board's ability to treat the conduct of an Employee as valid acceptance of a grant of Shares made under the Plan.

Employee share trust

- 3.12 The Board may in its sole discretion use an employee share trust or other mechanism for the purposes of holding a beneficial interest in Shares for Participants under the Plan and/or delivering Shares to Participants.

Acquisition of Shares

Board's discretion

- 3.13 The board may determine in respect of each invitation to Qualifying Employees the method by which Shares may be acquired under the Plan.

Methods

- 3.14 Shares may be acquired under the Plan in the following ways as determined by the Board from time to time:
- 3.14.1 By way of allotment and issue of Shares in the company;
- 3.14.2 By acquiring Shares from a third party; or
- 3.14.3 By any combination of the methods set out in subclauses 3.14.1 or 3.14.2.

Title to Shares

- 3.15 Unless the Board determines otherwise and subject to rule 3.12:
- 3.15.1 a grant of Shares is personal to the Participant; and
- 3.15.2 Shares may only be registered in the name of the Participant.

Entitlements and benefits

- 3.16 Each Participant will be advised of the number of Shares that have been allocated to him or her as soon as reasonably practicable following the date of allocation of the Shares.
- 3.17 Subject to an exercise of discretion by the Board pursuant to rule 3.12, the Participant will, from the date of allocation, be the registered holder of the Shares, have a beneficial

interest in the Shares and will be entitled to all entitlements as a Shareholder such as a right to vote, receive notices issued by the Company to Shareholders, and receive dividends in respect of the Shares. Whilst Shares are subject to Trading Restrictions, the rights and entitlements attaching to them must be exercised in accordance with the Rules.

- 3.18 Unless the Board determines otherwise, Shares allocated under the Plan cannot be forfeited or lost (other than by disposing of the Shares).

4. FUNDING AND ALLOCATION

Free Grant

- 4.1 The Participant will be entitled to receive an allocation of Shares (equal to the amount set out in the Grant Letter rounded down to the nearest whole number of Shares) specified in the Grant Letter at no cost to the Participant.

Allocation of Shares

- 4.2 Each Participant will be advised of the number of Shares that have been allocated to him or her as soon as reasonably practicable following the date of allocation of the Shares.
- 4.3 All Shares allocated to Employees under the Plan will rank equally in all respects with other Shares for the time being on issue by the Company.
- 4.4 If the Company issues Shares in connection with the Plan, the Company will allow for quotation on the ASX of the Shares issued under the Plan within the period required by the ASX.
- 4.5 The Company is authorised, but not required, to bear all brokerage, commission, stamp duty and other transaction costs payable in relation to the acquisition of Shares by a Participant under the Plan.

5. RESTRICTIONS

Restrictions on sale of Shares

- 5.1 A Participant who has acquired a Share under the Plan is not permitted to dispose of the Share or a beneficial interest in the Share during the Minimum Holding Period.
- 5.2 Upon the relevant Trading Restrictions ceasing to apply to a Participant in respect of a Share, the Participant may dispose of the Share.

Enforcement

- 5.3 The Company may implement any procedure it considers appropriate to restrict a Participant from Dealing, or acting in breach of the Trading Restrictions.

6. VARIATIONS OF CAPITAL

Capital reorganisations, bonus issues and rights issues

- 6.1 If one of the following corporate actions or events occurs:

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- 6.1.1 any reorganisation (including consolidation, subdivision, reduction or return) of the equity capital of the Company;
 - 6.1.2 Shares are issued to the Shareholders by way of a bonus issue; or
 - 6.1.3 Shares are offered to the Shareholders by way of a rights issue,
- then, subject to the Listing Rules, Shares acquired under the Plan will be affected in the same way as other Shares.

7. CHANGE OF CONTROL

Board discretion upon Event occurring

- 7.1 If an Event occurs, the Board may, in its absolute discretion and having regard to the requirements of the Tax Act, determine that any Trading Restrictions applying to the Shares will cease at a time to be determined by the Board.
- 7.2 If the Board does not make a determination under rule 7.1 or exercises its discretion to determine that only some of the Trading Restrictions cease, the remaining Trading Restrictions will continue to apply.

Acquisition of Shares by another group or company

- 7.3 If another company or entity (Acquiring Company) obtains control of the Company and the Acquiring Company, the Company and the Participant agree, a Participant may be provided with shares in the Acquiring Company (or its parent or its subsidiary) in substitution for the Shares, on substantially the same terms as the Shares, but with appropriate adjustments as to the number and type of shares.

8. NO EMPLOYMENT CONTRACT

Nothing in these rules:

- 8.1 Confers upon a Qualifying Employee a right to shares;
- 8.2 Confers on a Qualifying Employee or a participant the right to continue as an employee of any member of the group;
- 8.3 Affects the rights of any member of the group to terminate the employment of a Qualifying Employee or a participant;
- 8.4 Affects the rights and obligations of any Qualifying Employee or participant under the terms of their employment with any member of the group;
- 8.5 Confers any legal or equitable right on a Qualifying Employee or a participant whatsoever to take action against any member of the group in respect of their employment; or
- 8.6 Confers on a Qualifying Employee or a participant any rights to compensation or damages in consequence of the termination of their employment by any member of the group for any reason whatsoever including ceasing to have rights under the Plan as a result of such termination.

8.7 Alters any other entitlement which may be determined based on total remuneration.

9. AMENDMENTS TO THE PLAN AND TERMS

Amendments by the Board

9.1 The Board may at any time and from time to time:

9.1.1 amend, supplement, waive or revoke all or any of:

- (a) these Rules;
- (b) the rights or obligations of the Participants, or any of them;
- (c) any terms and conditions in relation to any Shares granted to a Participant under the Plan; and

9.1.2 formulate (and subsequently amend) special terms and conditions, in addition to those set out in these Rules, to apply to Employees employed in, resident in, or who are citizens of, countries other than Australia.

9.2 The Board must provide written notification to Participants affected by any amendment made pursuant to rule 9.1 as soon as reasonably practicable after any such amendment has been made.

Amendments which reduce rights

9.3 Despite rule 9.1 no amendment of these Rules may materially reduce the rights of any Participant attaching to Shares granted under the Plan prior to the date of the amendment or formulation, unless the amendment is made primarily for the purpose of complying with present or future Laws applicable to the Plan or a Group Company, to correct any manifest error or mistake, or with the consent of the relevant Participants.

9.4 Where, in the opinion of the Board, a proposed amendment to these Rules may materially reduce the rights of any Participant attaching to Shares granted under the Plan prior to the date of the proposed amendment, and the consent of relevant Participants has not been obtained, the Board shall:

9.4.1 give written notice of the terms of the proposed amendment to those Participants whose rights may, in the opinion of the Board, be materially reduced by the proposed amendment; and

9.4.2 invite such Participants to make written submissions to the Board within 14 days of receiving the notice issued pursuant to rule 9.4.1, setting out how their rights are affected and why the proposed amendment should not be made.

9.5 The Board shall duly consider any submissions made to it pursuant to rule 9.4.2 before making any amendment to the Rules which materially reduces the rights of any Participant attaching to Shares granted under the Plan prior to the date of the amendment.

9.6 The Board is not required to, but may, give reasons for making any amendment which materially reduces the rights of any Participant attaching to Shares granted under the Plan prior to the date of the amendment.

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- 9.7 Any decision made by the Board shall be final and conclusive and each Participant agrees to be bound by the decision made by the Board. Each Participant agrees that there shall be no review of the decision so made.

Listing Rules

- 9.8 The exercise of any powers under these Rules by the Board is subject to any restrictions or procedural requirements relating to the amendment of the rules of an employee incentive scheme or of issued equity awards imposed by any Law or by the ASX Listing Rules as applicable to the Plan or Shares, as the case may be, unless those restrictions, conditions or requirements are relaxed or waived by the ASX or any of its delegates either generally or in a particular case, or class of cases, either expressly or by implication.

Retrospective effect

- 9.9 Subject to this rule 9, any amendment made pursuant to rule 9.1 may be given retrospective effect, if so determined by the Board.

10. TAX AND WITHHOLDING

Tax

- 10.1 The Company may make arrangements (including with one or more Participants) with respect to taxation obligations arising in relation to the Plan.
- 10.2 Unless otherwise required by Law, no Group Company is responsible for any Taxes which may become payable by a Participant as a consequence of or in connection with the grant of any Shares, the allocation or transfer of any Shares or any Dealing with any Shares.
- 10.3 Where a Group Company must account for any Taxes, social security contributions, or amounts of a similar nature (in any jurisdiction) for which a Participant may be liable because of the acquisition, issue, disposal or transfer of Shares, the Participant is obliged to reimburse the Group Company for any part of the amount which the Group Company has paid or is liable to pay.
- 10.4 If a Group Company is required by any law or regulation to make any deduction or withholding for or on account of any Taxes from any payment (including without limitation, the payment of a dividend), the Group Company shall:
- 10.4.1 not be required to pay an additional amount in respect of such deduction or withholding; and
 - 10.4.2 pay to the relevant taxing authority the full amount of the deduction or other withholding.

11. GENERAL TERMS AND CONDITIONS

Obligations of Participants

- 11.1 Unless the subject of an express provision in an employment contract, the rights and obligations of any Participant under the terms of their office, employment or contract with the Group are not affected by their participation in the Plan.
- 11.2 Except where expressly contemplated, these Rules will not form part of and are not incorporated into any contract between any Participant (whether or not they are a Group Employee) and the Group. The grant of Shares on a particular basis in any year does not create any right or expectation of the grant of Shares on the same basis, or at all, in any future year.
- 11.3 No Participant has any right to compensation for any loss in relation to the Plan.
- 11.4 Each Participant appoints and holds harmless the company secretary of the Company (or any other officer of the Company authorised by the Board for this purpose) as his or her agent to do anything necessary to:
- 11.4.1 allocate Shares to the Participant in accordance with these Rules; and
 - 11.4.2 execute the disposal or transfer of Shares in accordance with these Rules.

Power of the Board

- 11.5 The Board administers the Plan and has absolute and unfettered discretion in exercising any power or discretion concerning the Plan and may:
- 11.5.1 delegate to any person for the period and on the terms it decides the exercise of any of its powers or discretions under the Plan;
 - 11.5.2 decide on appropriate procedures for administering the Plan consistent with these Rules;
 - 11.5.3 implement a Trust for the purposes of delivering and holding Shares on behalf of Participants;
 - 11.5.4 resolve conclusively all questions of fact or interpretation concerning the Plan and these Rules and any dispute of any kind that arises under the Plan;
 - 11.5.5 determine to suspend or cease operation of the Plan at any time and take any actions required to effect the winding up of the Plan;
 - 11.5.6 act or refrain from acting at its discretion under these Rules or concerning the Plan or the Shares held under the Plan; and
 - 11.5.7 waive any breach of a provision of the Plan.
- 11.6 Except as otherwise expressly provided in the Plan, the Board has absolute and unfettered discretion to act or refrain from acting under or in connection with the Plan and in the exercise of any power or discretion under the Plan.

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- 11.7 Despite any other Rule, a person may not be allocated Shares under the Plan if it appears to the Board that doing so would contravene these Rules, the Constitution, the Listing Rules or any law of a jurisdiction in which the person resides or, at the Board's discretion, would give rise to unreasonable cost or regulatory requirements for the Company.

Suspension and termination of the Plan

- 11.8 The Board may at any time by resolution and by notice to the Participants suspend or terminate the Plan. The Rules will continue to operate with respect to any Shares allocated and held subject to the Plan prior to the date determined by the Board for the suspension or termination of the Plan.

Dispute or disagreement

- 11.9 In the event of any dispute, disagreement or uncertainty as to the interpretation of the Plan, or as to any question or right arising from or related to the Plan or to any Shares granted under it, the decision of the Board is final and binding.

Personal information

- 11.10 Each Participant consents to the Company or its agents (and each of their related parties) collecting, holding and using personal information that the Participant provides in the application to participate in the Plan or otherwise provides to the Company or its agents (and each of their related parties) as part of their employment, in order to carry out the administration and operation of the Plan in accordance with these Rules, including providing relevant information to:

11.10.1 the Plan manager or another entity that manages or administers the Plan on behalf of the Company;

11.10.2 any broker or external service provider, including a tax or financial adviser;

11.10.3 any government department or body; and

11.10.4 any other person or body as required or authorised by law.

Notices

- 11.11 A notice or other communication under or concerning the Grant Letter or the Rules is validly given to a Participant if:

11.11.1 delivered personally to the Participant;

11.11.2 sent by prepaid post to the Participant's last known residential address;

11.11.3 sent to the Participant by facsimile, email or other electronic means at the Participant's place of work; or

11.11.4 posted on an electronic notice board maintained by or on behalf of any member of the Company and accessible by the Participant,

and will in the case of 11.11.1, 11.11.3 and 11.11.4 above, be treated as being received immediately following the time it was sent, posted, or delivered, and where it is sent by regular post it will be treated as received 48 hours after it was posted.

Laws governing Plan

11.12 The Plan and any Shares granted and allocated under it are governed by the laws of Western Australia and the Commonwealth of Australia. Any agreement made under the Plan is entered into in the state of Western Australia and each participant submits to the exclusive jurisdiction of courts of that state to herein determine matters arising under the Plan.

12. INTERPRETATION AND DEFINITIONS

Interpretation

12.1 In the Plan, the following rules apply unless a contrary intention appears:

12.1.1 capitalised terms have the meanings provided in rule 12.2;

12.1.2 headings are for convenience only and do not affect the interpretation of the Plan unless the context requires otherwise;

12.1.3 any reference in the Plan to any statute or statutory instrument includes a reference to that statute or statutory instrument as from time to time amended, consolidated, re-enacted or replaced;

12.1.4 any words denoting the singular include the plural and words denoting the plural include the singular;

12.1.5 any words denoting the masculine apply equally to the feminine equivalent; and

12.1.6 where any word or phrase is given a definite meaning in this Plan, any part of speech or other grammatical form of that word or phrase has a corresponding meaning.

Definitions

12.2 In the Plan, the following terms and expressions have the meanings indicated unless contrary intention appears:

ASX	ASX Limited (ABN 98 008 624 691) trading as the Australian Securities Exchange.
Board	The board of directors of the Company, or any committee, person or body to which the board duly delegates its powers and authorities to under this Plan
Company	Western Areas Ltd (ABN 68 091 049 357)
Constitution	The constitution of the Company as amended from time to time, operating as a contract between the Company, its members and officers
Deal	Transfer, assign, encumber or otherwise dispose all or any part of the rights or obligations attaching to a Share, or to attempt to do any of these things; or

		Hedge or take any action designed to limit the economic risk associated with holding a Share, (and Dealing shall be construed accordingly)
Employee		Any employee (including any executive director) of a Group Company
Event		An Event occurs where: <ul style="list-style-type: none"> (a) a Takeover Bid is made for the Company and the Board resolves to recommend the bid to Shareholders; (b) a court convenes a meeting of Shareholders to be held to vote on a proposed scheme of arrangement pursuant to which control of the majority of the Shares in the Company may change; (c) a notice is sent to Shareholders proposing a resolution for the winding up of the Company; or (d) any transaction or event is proposed that, in the opinion of the Board, may result in a person becoming entitled to exercise control over the Company <p>Each Event is a separate event that allows the Board to exercise its discretion pursuant to rule 7</p>
Financial Scheme	Assistance	means any scheme for the provision of financial assistance in respect of acquisitions of Shares under the Plan.
Free Grant		A grant of Shares to an Employee under the Plan at no cost to the Employee
Grant Letter		means a letter from the Company to an Employee which contains the information described at rule 3.6;
Group		The Company, its subsidiaries and any other entity declared by the Board to be a member of the Group for the purposes of the Plan (and “ Group Company ” means any member of the Group)
Law		The laws applicable to the operation of the Plan from time to time, including any applicable securities laws of the jurisdiction in which an Employee receiving a Grant Letter under the Plan is located
Listing Rules		The official Listing Rules of the ASX and any other exchange on which the Group is listed as they apply to the Group from time to time
Minimum Holding Period		means the period starting when the Share was acquired under the Plan and ending at the earlier of: <ul style="list-style-type: none"> (a) 3 years later, or such earlier time as the Commissioner of Taxation may allow under section 83A-45(5)(a) of the Tax Act; and (b) when the Participant ceases being employed by: <ul style="list-style-type: none"> (i) any Group Company; and (ii) the Company which employed the Participant at the date the Share was acquired by the Participant, whether or not the company is still a Group Company.
Participant		An Employee who has been granted Shares under the Plan
Plan		This Western Areas Ltd Share Plan

Qualifying Employee	means an Employee who is eligible to receive an invitation to participate in a grant of Shares under the Plan
Rules	The rules of the Plan, as amended from time to time
Share	A fully paid ordinary share in the capital of the Company, allocated under the Plan and subject to the relevant Trading Restrictions
Securities Trading Policy	The Securities Trading Policy that applies to the Company from time to time
Shareholder	A registered holder of a Share
Takeover Bid	As defined in section 9 of the <i>Corporations Act 2001 (Cth)</i>
Tax Act	means any or all of the <i>Income Tax Assessment Act 1997 (Cth)</i> , the <i>Income Tax Assessment Act 1936 (Cth)</i> and the <i>Taxation Administration Act 1953 (Cth)</i> , as the context requires
Taxes	Any tax, levy, withholding, contribution or duty (including any associated penalty or interest amount), social security liability or other liability imposed by any Law, governmental, semi-governmental, judicial or other authority
Trading Restriction	A restriction on disposing of a Share allocated under the Plan. Rule 5.1 is an example of a Trading Restriction.
