

Rights and liabilities attaching to Republic Options

This section contains a summary of the key rights and liabilities attaching to the Republic Options issued under the Takeover Offer.

This summary does not purport to be exhaustive or to constitute a definitive statement of the rights and liabilities of Republic shareholders, which can involve complex questions of law arising from the interaction of Republic's constitution and statutory, common law and ASX Listing Rules requirements. BRTV Shareholders should seek their own advice when trying to establish their rights and liabilities in specific circumstances.

(a) **Entitlement**

Each Republic Option entitles the holder to subscribe for one Republic Share upon:

- (i) exercise of the Republic Option in accordance with these terms; and
- (ii) payment of the Exercise Price.

(b) **Exercise price**

The amount payable upon exercise of each Republic Option is \$0.30 (**Exercise Price**).

(c) **Expiry date**

Each Republic Option will expire at 4:00 pm on 31 December 2017 (**Expiry Date**). A Republic Option not exercised before 4:00 pm on the Expiry Date will automatically lapse.

(d) **Ranking**

Republic Shares issued on the exercise of the Republic Options will, upon issue, be fully paid, will rank equally with the then issued Republic Shares, and will otherwise be subject to the provisions of the Constitution and any restriction or escrow arrangements imposed on them by ASX or under applicable Australian securities law.

(e) **Exercise period**

The Republic Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(f) **How to exercise a Republic Option**

The Republic Options may be exercised during the Exercise Period by lodging with Republic:

- (i) notice in writing to Republic in the manner specified on the Republic Option certificate (**Notice of Exercise**);
- (ii) payment of the Exercise Price for each Republic Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to Republic; and
- (iii) if the Notice of Exercise of a Republic Option is executed under a power of attorney, a copy of the relevant power of attorney.

The holder of a Republic Option may only exercise a Republic Option by strictly complying with these terms. Any other purported exercise is invalid.

(g) **Restrictions on exercise**

The holder of a Republic Option may not exercise less than 2000 Republic Options at any one time unless the holder has less than 2000 Republic Options in which event the holder must exercise all of the Republic Options together.

(h) **Date of exercise**

The Notice of Exercise is only effective on and from the later of:

- (i) the date of receipt by Republic of the Notice of Exercise; and
- (ii) the date of receipt by Republic of payment of the Exercise Price for each Republic Option the subject of the Notice of Exercise, in cleared funds.

(i) **Timing of issue of Republic Shares**

Within 10 Business Days of receipt of the Notice of Exercise and the full amount of the Exercise Price in cleared funds, Republic will allot the number of Republic Shares required under these terms and conditions in respect of the number of Republic Options specified in the Notice of Exercise to the BRTV Optionholder.

(j) **Listing of Republic Options**

Republic currently intends to apply for quotation of the Republic Options on the official list of the ASX within seven days of date of this document.

Quotation of the Republic Options is not guaranteed or automatic but will depend on ASX exercising its discretion under the ASX Listing Rules.

(k) **Quotation of Republic Shares**

Republic will apply for quotation of all Republic Shares allotted pursuant to the exercise of the Republic Options on ASX within 10 Business Days after the date of allotment of those Republic Shares.

Quotation is not guaranteed or automatic but will depend on ASX exercising its discretion under the ASX Listing Rules.

(l) **Dividends**

The Republic Options confer no entitlement to participate in dividends.

(m) **Reorganisation of capital**

Following any reconstruction, consolidation, subdivision, reduction (by a cancellation of paid up capital that is lost or not represented by available assets where no securities are cancelled), or return or pro rata cancellation of the issued capital of Republic:

- (i) the number and/or Exercise Price of Republic Options will be adjusted in compliance with the Corporations Act and the ASX Listing Rules as at the time of the restructure, with the intention that such restructure will not result in benefits being conferred on the holder of the Republic Option which are not conferred on Republic Shareholders; and
- (ii) subject to provisions with respect to rounding of entitlements as sanctioned by a meeting of Republic Shareholders approving a reconstruction of capital, in all other respects the terms of exercise of the Republic Options will remain unchanged.

This provision is subject to the ASX Listing Rules and in the event of an inconsistency the ASX Listing Rules will prevail.

(n) **Participation in new issues**

Holders of Republic Options may participate in new issues of securities in Republic.

(o) **Pro-rata issues**

In the event Republic proceeds with a pro rata basis (other than a bonus issue) of Republic Shares to Shareholders after the date of issue of the Republic Options, the Exercise Price will be reduced in the manner permitted by the ASX Listing Rules applying at the time of the pro rata issue.

(p) **Bonus issues**

In the event Republic proceeds with a bonus issue of Republic Shares to Republic Shareholders after the date of the Republic Options, the number of Republic Shares over which a Republic Option is exercisable may be increased in the manner permitted by the ASX Listing Rules applying at the time of the bonus issue.

(q) **Change in Republic Option terms**

A change which has the effect of cancelling a Republic Option for no consideration can be made by the Republic Board.

The terms of Republic Options may not be changed to:

- (i) reduce the Exercise Price;
- (ii) increase the number of securities received on exercise of the Republic Options; or
- (iii) increase any period for exercise of the Republic Options.

A change to terms of Republic Options may otherwise only be changed with the approval of ordinary shareholders.

(r) **Title of Republic Options**

Republic is entitled to treat the registered holder of Republic Options as the absolute holder of that Republic Option and is not bound to recognise any equitable or other claim to, or interest in, that Republic Option on the part of any person other than the registered holder, except as ordered by a court of competent jurisdiction or as required by statute.

(s) **Assignment of Republic Options**

The Republic Options are freely transferrable subject to any restriction or escrow arrangements imposed by the Corporations Act and the ASX Listing Rules.