

333D LIMITED
CLASS A PERFORMANCE SHARES

1. Definitions

In these terms and conditions, capitalised terms have the meaning given to them in the Explanatory Statement, and the following terms have the following meaning unless the context otherwise requires:

- (a) “**333D**” means 333D Pty Ltd (ACN 603 584 069).
- (b) “**Constitution**” means the constitution of OZB.
- (c) “**Holder**” means a holder of Class A Performance Shares.
- (d) “**Milestone**” means 333D or any subsidiaries of 333D achieving aggregate gross revenue of \$5 million in the 4 years commencing from the date OZB is readmitted to quotation on ASX after re-compliance with Chapters 1 and 2 of the Listing Rules.
- (e) “**OZB**” means Oz Brewing Limited (ACN 118 159 881).
- (f) “**Shareholders**” means the existing shareholders of OZB.
- (g) “**Share**” means an ordinary fully paid share in the capital of OZB.
- (h) “**Share Sale Agreement**” means the Share Sale and Purchase Agreement between OZB, 333D, the shareholders of 333D and others.

2. Rights attaching to Performance Shares

- (a) Each Class A Performance Share shall be issued for nil cash consideration.
- (b) Each Class A Performance Share is a share in the capital of OZB.
- (c) The Class A Performance Shares shall confer on a Holder the right to receive notices of general meetings and financial reports and accounts of OZB that are circulated to Shareholders. A Holder has the right to attend general meetings of Shareholders.
- (d) A Holder is not entitled to vote on any resolutions proposed at a general meeting of OZB other than in the circumstances specifically allowed for under the Corporations Act.
- (e) The Class A Performance Shares do not entitle a Holder to any dividends.
- (f) The Class B Performance Shares will not confer any entitlement to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (g) The Class A Performance Shares do not confer on a Holder any right to participate in the surplus profits or assets of OZB upon the winding up of OZB.
- (h) The Class A Performance Shares are not transferrable.
- (i) The Class A Performance Shares do not entitle the Holder to participate in new issues of Securities.
- (j) If at any time the issued capital of OZB is reorganised, the Class A Performance Shares are to be treated in the manner set out in Listing Rule 7.21 (or other applicable Listing Rules), being that the number of Performance Shares or the conversion ratio in section 3(a) or both will be reorganised so that the Holder will not receive a benefit that holders of Shares will not receive and so that the holders of Shares will not receive a benefit that the Holder does not receive.
- (k) Class A Performance Shares will not be quoted on ASX. However, upon conversion of the Class A Performance Shares into Shares pursuant to section 3, OZB must apply for the Official Quotation of the Shares arising from the conversion on ASX in accordance with the Listing Rules, and use its best endeavours to obtain Official Quotation. ASX may require that the fully paid ordinary shares arising from the conversion be escrowed and, the holders are required to enter into any agreement necessary to effect the escrow prior to the issue of the converted shares.
- (l) The Class A Performance Shares do not confer on a Holder any right other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms and conditions.

3. Conversion of Class A Performance Shares to Ordinary Shares

- (a) Subject to section 3(b), within 7 days of the achievement of the Class A Performance Share Milestone, the Class A Performance Shares will convert to Shares on the basis of one (1) fully paid ordinary share per Class A Performance Share being converted on achievement of the Class A Performance Share Milestone.
- (b) If the conversion of the Class A Performance Shares would cause a contravention of section 606 of the Corporations Act, the conversion will be subject to the approval of OZB Shareholders under item 7, section 611 of the Corporations Act, and OZB must promptly convene a meeting of OZB Shareholders for that purpose and use its best endeavours to obtain that approval.
- (c) If the Milestone has not occurred on or prior to the date that is 4 years from the date OZB is readmitted to quotation on ASX after recompliance with Chapters 1 and 2 of the Listing Rules, every Class A Performance Share will be cancelled.
- (d) Upon:
 - (i) a takeover bid under Chapter 6 of the Corporations Act having been made in respect of OZB and:
 - (1) the bidder having received acceptances for not less than 50.1% of OZB's shares on issue; and
 - (2) been declared unconditional by the bidder; or
 - (ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of OZB or its amalgamation with any other company or companies,then, to the extent the Class A Performance Shares have not converted due to satisfaction of the Class A Performance Share Milestone, the Class A Performance Shares automatically convert to that number of Shares which when issued together with all Shares issued under any other class of Class A Performance Shares then on issue, is equal to the lesser of one Share per Class A Performance Share and 10% of the total Shares on issue in OZB at that time Class A Performance Shares that are not converted into Shares will continue to be held by the Holder on the same terms and conditions.
- (e) The Shares issued on conversion of the Class A Performance Shares will rank pari passu in all respects with existing Shares.

4. Compliance with Corporations Act, ASX Listing Rules and Constitution

- (a) Notwithstanding anything else contained in these terms and conditions, if the Listing Rules, the Corporations Act or the Constitution prohibits an act being done, that act shall not be done.
- (b) Nothing contained in these terms and conditions prevents an act being done that any of the Listing Rules, the Corporations Act or the Constitution requires to be done.
- (c) If any of the Listing Rules, the Corporations Act or the Constitution conflicts with these terms and conditions, or these terms and conditions do not comply with any of the Listing Rules, the Corporations Act or the Constitution, the holders authorise OZB to do anything necessary to rectify such conflict or non-compliance, including but not limited to unilaterally amending these terms and conditions.

333D LIMITED
CLASS B PERFORMANCE SHARES

1. Definitions

In these terms and conditions, capitalised terms have the meaning given to them in the Explanatory Statement, and the following terms have the following meaning unless the context otherwise requires:

- (a) “**333D**” means 333D Pty Ltd (ACN 603 584 069).
- (b) “**Constitution**” means the constitution of OZB;
- (c) “**Holder**” means a holder of Class B Performance Shares;
- (d) “**Milestone**” means 333D or any subsidiaries of 333D achieving aggregate gross revenue of \$8 million in the 4 years commencing from the date OZB is readmitted to quotation on ASX after re-compliance with Chapters 1 and 2 of the Listing Rules.
- (d) “**OZB**” means Oz Brewing Limited (ACN 118 159 881).
- (e) “**Shareholders**” means the existing shareholders of OZB.
- (f) “**Share**” means an ordinary fully paid share in the capital of OZB.
- (g) “**Share Sale Agreement**” means the Share Sale and Purchase Agreement between OZB, 333D, the shareholders of 333D and others.

2. Rights attaching to Performance Shares

- (a) Each Class B Performance Share shall be issued for nil cash consideration.
- (b) Each Class B Performance Share is a share in the capital of OZB.
- (c) The Class B Performance Shares shall confer on a Holder the right to receive notices of general meetings and financial reports and accounts of OZB that are circulated to Shareholders. A Holder has the right to attend general meetings of Shareholders.
- (d) A Holder is not entitled to vote on any resolutions proposed at a general meeting of OZB other than in the circumstances specifically allowed for under the Corporations Act.
- (e) The Class B Performance Shares do not entitle a Holder to any dividends.
- (f) The Class B Performance Shares will not confer any entitlement to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (g) The Class B Performance Shares do not confer on a Holder any right to participate in the surplus profits or assets of OZB upon the winding up of OZB.
- (h) The Class B Performance Shares are not transferrable.
- (i) The Class B Performance Shares do not entitle the Holder to participate in new issues of Securities.
- (j) If at any time the issued capital of OZB is reorganised, the Class B Performance Shares are to be treated in the manner set out in Listing Rule 7.21 (or other applicable Listing Rules), being that the number of Performance Shares or the conversion ratio in section 3(a) or both will be reorganised so that the Holder will not receive a benefit that holders of Shares will not receive and so that the holders of Shares will not receive a benefit that the Holder does not receive.
- (k) Class B Performance Shares will not be quoted on ASX. However, upon conversion of the Class B Performance Shares into Shares pursuant to section 3, OZB must apply for the Official Quotation of the Shares arising from the conversion on ASX in accordance with the Listing Rules, and use its best endeavours to obtain Official Quotation. ASX may require that the fully paid ordinary shares arising from the conversion be escrowed and, the Holders are required to enter into any agreement necessary to effect the escrow prior to the issue of the converted shares.
- (l) The Class B Performance Shares do not confer on a Holder any right other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms and conditions.

3. Conversion of Class B Performance Shares to Ordinary Shares

- (a) Subject to section 3(b), within 7 days of the achievement of the Class B Performance Share Milestone, the Class B Performance Shares will convert to Shares on the basis of one (1) fully paid ordinary share per Class B Performance Share being converted on achievement of the Class B Performance Share Milestone.
- (b) If the conversion of the Class B Performance Shares would cause a contravention of section 606 of the Corporations Act, the conversion will be subject to the approval of OZB Shareholders under item 7, section 611 of the Corporations Act, and OZB must promptly convene a meeting of OZB Shareholders for that purpose and use its best endeavours to obtain that approval.
- (c) If the Class B Performance Share Milestone has not occurred on or prior to the date that is 4 years from the date OZB is readmitted to quotation on ASX after recompliance with Chapters 1 and 2 of the Listing Rules, every Class B Performance Share will be cancelled.
- (d) Upon:
 - (i) a takeover bid under Chapter 6 of the Corporations Act having been made in respect of OZB and:
 - (1) the bidder having received acceptances for not less than 50.1% of OZB's shares on issue; and
 - (2) been declared unconditional by the bidder; or
 - (ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of OZB or its amalgamation with any other company or companies,

then, to the extent the Class B Performance Shares have not converted due to satisfaction of the Class B Performance Share Milestone, the Class B Performance Shares automatically convert to that number of Shares which when issued together with all Shares issued under any other class of Class B Performance Shares then on issue, is equal to the lesser of one Share per Class B Performance Share and 10% of the total Shares on issue in OZB at that time Class B Performance Shares that are not converted into Shares will continue to be held by the Holder on the same terms and conditions.

- (e) The Shares issued on conversion of the Class B Performance Shares will rank pari passu in all respects with existing Shares.

4. Compliance with Corporations Act, ASX Listing Rules and Constitution

- (a) Notwithstanding anything else contained in these terms and conditions, if the Listing Rules, the Corporations Act or the Constitution prohibits an act being done, that act shall not be done.
- (b) Nothing contained in these terms and conditions prevents an act being done that any of the Listing Rules, the Corporations Act or the Constitution requires to be done.
- (c) If any of the Listing Rules, the Corporations Act or the Constitution conflicts with these terms and conditions, or these terms and conditions do not comply with any of the Listing Rules, the Corporations Act or the Constitution, the Holders authorise OZB to do anything necessary to rectify such conflict or non-compliance, including but not limited to unilaterally amending these terms and conditions.