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ABN 86 115 229 984

## RAMPART ENERGY LTD

ACN 115 229 984

# Notice of Annual General Meeting

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Date of Meeting: Wednesday, 29 January 2014

Time of Meeting: 11:00 am (Perth time)

Place of Meeting: Level 3, London House, 216 St. Georges Terrace, Perth WA

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## Part A: Letter to Shareholders

6 December 2014

Dear Shareholders,

On behalf of the Board I sincerely invite you to attend your Company's 2014 Annual General Meeting.

As I outlined in the Chairman's letter to Shareholders, contained in the 2013 Annual Report, this past year has been one characterised by momentous change. Capital raisings, a farmin transaction with Royale Energy Inc, a change of name, severing of our corporate ties with British Columbia, submitting to an exclusive Australian corporate jurisdiction and more recently a share capital consolidation, have all been driven by successfully undertaking our change in energy focus – from geothermal to petroleum. Whilst still early days, we have certainly seen an increasing, and broadening, of investor interest. Looking forward to grow this positive momentum we now seek Shareholder approval for seven resolutions to be put to the forthcoming Annual General Meeting.

Whilst I recommend that Shareholders acquaint themselves with all of the details of this Notice of Meeting and Information Memorandum, put simply, Resolutions 1 to 3 deal with what might be regarded as normal "house-keeping" matters; the Adoption of the Remuneration Report, Re-election of retiring director by rotation, and approval of Employee Share and Option Scheme. Resolutions 4, 5, 6 and 7 all relate to seeking Shareholder approval for either the ratification of prior issues of securities or for the future issue of securities. Resolutions 4 to 7 (inclusive) are being considered at this time in order to preserve the critical path funding strategies we have in place in support of the Royale Farmin.

This will be the first AGM for the Company under its new name Rampart Energy Limited. "Rampart" was selected because it typified sturdiness and protection of assets. Obtaining your support for all of these resolutions will certainly place us in the strongest position to both preserve, and grow, the asset value of your Company in the near term. Directors will be voting in favour of all resolutions and I seek your on-going support as Shareholders to likewise also vote in favour of these resolutions.

A handwritten signature in black ink, appearing to read 'R. Shaw', with a horizontal line underneath.

Dr. Raymond Shaw  
Chairman  
Rampart Energy Ltd

# Part B: Notice of Annual General Meeting

## RAMPART ENERGY LTD

ABN 86 115 229 984

NOTICE IS HEREBY GIVEN that the Annual General Meeting (the "Meeting") of the shareholders of Rampart Energy Ltd. (the "Company") will be held at Level 3, London House, 216 St. Georges Terrace Perth WA on Wednesday, 29 January 2014 at 11.00am (Perth WA time) to conduct the Business as detailed in this Notice of Meeting ("the Notice").

If you are unable to attend the meeting, we encourage you to complete and return the enclosed Proxy Voting Form. The completed Proxy Form must be received at the Company's share registry, or the registered office of the Company, at least 48 hours before the commencement of the Meeting. The details of the Company's share registry and registered office are set out in the enclosed Proxy Form.

The enclosed Explanatory Memorandum accompanies and forms part of this Notice. Shareholders are advised to read these documents in full as important background information is included.

Where permitted by law, the Chairman will be casting undirected proxy votes held by him in favour of all Resolutions. Except where they are restricted from voting, all Directors of the Company will be voting in favour of the Resolutions, and unanimously recommend to all Shareholders that they also vote in favour of all Resolutions.

**Note:**

Any numbers or amounts included in this Notice of Meeting or the accompanying Explanatory Memorandum which relate to pre-consolidation periods have been adjusted to reflect the post consolidation position which took effect on 15 October 2013.

**BUSINESS**

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1. Chairman's presentation
2. Presentation of audited financial statements for the year ended 30 September 2013.
3. Proposed Ordinary Resolutions:
  - i Consideration of Remuneration Report
  - ii. Re-election of Non-Executive Director, Dr Raymond D Shaw
  - iii Approval of Employee Share and Option Scheme
  - iv Ratification of prior issue of securities in September 2013
  - v Ratification of prior issue of options in December 2013
  - vi Approval of future securities issue pursuant to the November 2013 placement
  - vii Approval of future securities placement

## AGENDA

### Financial Reports

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To receive and consider the Company's Audited Financial Statements for the financial year ended 30 September 2013 which accompany this Notice of Meeting, or were made available in accordance with the Shareholder's chosen method. The Statements are placed before the Shareholders for discussion. Voting is not required on this matter.

### Proposed Resolutions

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#### Resolution 1 - Consideration of Remuneration Report

To consider and if thought fit, to approve the following motion as an ordinary resolution:

*"That for the purposes of section 250R(2) of the Corporations Act, the Remuneration Report (which forms part of the Directors' Report for the year ended 30 September 2013) be adopted."*

**Note:** Although section 250R(3) of the Corporations Act provides that the vote on this Resolution is advisory only and does not bind the Directors, there are potentially serious consequences associated with a "No" vote greater than 25%. Please see the Explanatory Memorandum for details.

#### Voting Exclusion Statement for Resolution 1

A vote on Resolution 1 must not be cast (in any capacity) by or on behalf of any of the following persons:

- (a) a member of the key management personnel details of whose remuneration are included in the Remuneration Report; or
- (b) a closely related party of such a member.

However, a person described above may cast a vote on Resolution 1 if:

- (a) both the following apply:
  - (i) the person does so as a proxy appointed by writing that specified how the proxy is to vote on Resolution 1; and
  - (ii) the vote is not cast on behalf of one of the people described in subparagraphs (a) or (b) above.
- (b) all of the following apply:
  - (i) the person is the Chair of the Meeting; and
  - (ii) the Chair does so as a proxy appointed by means of the proxy form circulated with this Notice of Meeting that does not specify how the proxy is to vote on Resolution 1; and
  - (iii) the vote is not cast on behalf of a person described in paragraphs (a) or (b) above; and
  - (iv) the proxy expressly authorises the Chair to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a member of the key management personnel for the Company.

#### Resolution 2 – Re-election of Dr. Raymond D Shaw as a Director of the Company

To consider and if thought fit, to approve the following motion as an ordinary resolution:

*"That, for the purposes of ASX Listing Rule 14.4, Rule 38.1 of the Constitution of the Company and for all other purposes, Dr Raymond D Shaw, a Director who was appointed on 22 January 2010 retires, and being eligible, is re-elected as a Director."*

#### Resolution 3 – Approval of Employee Share and Option Scheme

To consider and if thought fit, to approve the following motion as an ordinary resolution:

*"That for the purpose of ASX Listing Rule 7.2 Exception 9, and all other purposes, Shareholders approve the renewal of the Company's Employee Share and Option Scheme on the terms described in the Explanatory Memorandum which accompanies and forms part of this Notice of Meeting. By obtaining approval under ASX Listing Rule 7.2 Exception 9 the Company may issue securities under the Employee Share and Option Scheme without the need to obtain approval pursuant to ASX Listing Rule 7.1 for a period of 3 years (subject to the provisions of the ASX Listing Rules)."*

#### Voting Exclusion for Resolution 3

*The Directors of the Company are not included in the definition of Eligible Employee in the ESOS and do not participate and there is no other plan which permits participation by the Directors. Accordingly there is no requirement for a voting exclusion statement.*

#### **Resolution 4 – Ratification of prior issue of securities in September 2013**

To consider and if thought fit, to approve the following motion as an ordinary resolution:

*"That approval be given, for the purposes of ASX Listing Rules 7.1 and 7.4 and all other purposes, to the prior issue and allotment in September 2013 of 909,990 fully paid ordinary shares at \$0.0525 each plus 303,330 attaching unquoted options exercisable at \$0.075 expiring 31 January 2014 for a total consideration of \$47,774.48 to non-related sophisticated investors in the manner described in the Explanatory Memorandum which accompanies and forms part of this Notice of Meeting."*

#### **Voting Restriction on Resolution 4**

The Company will disregard any votes cast on Resolution 4 by:

- A person who participated in the issue of securities;
- A person who may obtain a benefit except solely in the capacity of a holder of ordinary securities if the resolution is passed; and
- Any associate of those persons.

However, the Company need not disregard a vote if it is cast by:

- a person as a proxy for a person who is entitled to vote, in accordance with the directions on the voting form; or
- the person chairing the meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the voting form to vote as the proxy decides.

#### **Resolution 5 – Ratification of prior issue of options in December 2013**

To consider and if thought fit, to approve the following motion as an ordinary resolution:

*"That approval be given, for the purposes of ASX Listing Rule 7.1 and all other purposes, to the issue and allotment in December 2013 of 22,563,341 unquoted placement options and 12,500,000 broker options, to acquire fully paid ordinary shares in the Company, on the terms and conditions and in the manner described in the Explanatory Memorandum which accompanies and forms part of this Notice of Meeting."*

#### **Voting Exclusion for Resolution 5**

The Company will disregard any votes cast on Resolution 5 by:

- A person who participated in the issue of securities;
- A person who may obtain a benefit except solely in the capacity of a holder of ordinary securities if the resolution is passed; and
- Any associate of those persons.

However, the Company need not disregard a vote if it is cast by:

- a person as a proxy for a person who is entitled to vote, in accordance with the directions on the voting form; or
- the person chairing the meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the voting form to vote as the proxy decides.

#### **Resolution 6 – Approval of future securities issue pursuant to the November 2013 placement**

To consider and if thought fit, to approve the following motion as an ordinary resolution:

*"That approval be given, for the purposes of ASX Listing Rule 7.1 and all other purposes, to the issue and allotment of 9,873,318 fully paid ordinary shares at \$0.065 each plus 4,936,659 unquoted options, exercisable at \$0.010 expiring 30 January 2015 for total consideration of \$641,765.67 to non-related sophisticated investors on the terms and conditions and in the manner described in the Explanatory Memorandum which accompanies and forms part of this Notice of Meeting."*

#### **Voting Restriction on Resolution 6**

The Company will disregard any votes cast on Resolution 6 by:

- A person who may participate in the issue of securities;
- A person who may obtain a benefit except solely in the capacity of a holder of ordinary securities if the resolution is passed; and
- Any associate of those persons.

However, the Company need not disregard a vote if it is cast by:

- a person as a proxy for a person who is entitled to vote, in accordance with the directions on the voting form; or
- the person chairing the meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the voting form to vote as the proxy decides.

## Resolution 7 - Approval of future securities placement

To consider and if thought fit, to approve the following motion as an ordinary resolution:

*"That for the purposes of Listing Rule 7.1 and for all other purposes, approval be given in advance to the future allotment and issue of up to 30,000,000 securities to any party or parties (who shall not be related parties) nominated by the Company or by DJ Carmichael Pty Ltd for any purpose considered by the Directors to be consistent with the stated objectives of the Company as announced from time to time and at the sole discretion of the Directors, in the case of shares at an issue price being no less than 80% of the average market price of the Company's ordinary shares over the 5 trading days before the day on which the issue is made or, if there is a Prospectus, Offer Information Statement or Product Disclosure Statement relating to the issue, over the last 5 days on which sales in the securities were recorded before the date on which the Prospectus, Offer Information Statement or Product Disclosure Statement is signed, or in the case of options on terms and conditions considered appropriate by the Directors at the time along the lines set out in the Explanatory Memorandum."*

### Voting Restriction on Resolution 7

The Company will disregard any votes cast on Resolution 7 by:

- Any person who may participate in the proposed issue of securities;
- A person who may obtain a benefit except solely in the capacity of a holder of ordinary securities if the resolution is passed; and
- Any associate of those persons.

However, the Company need not disregard a vote if it is cast by:

- a person as a proxy for a person who is entitled to vote, in accordance with the directions on the voting form; or
- the person chairing the meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the voting form to vote as the proxy decides.

## General business

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Managing Director's report on current activities

### By order of the board



Malcolm Lucas-Smith  
Company Secretary  
6 December 2013

### NOTES:

1. Further details of the Resolutions in this Notice of Meeting are contained in the Explanatory Memorandum which accompanies and forms part of this Notice of Meeting. The Explanatory Memorandum should be read together with this Notice of Meeting.
2. Shareholders unable to attend the Meeting can complete the Proxy Form enclosed with this Notice of Meeting. The form must be received preferably by the Company's share registry at the address or the facsimile number indicated on the Proxy Form no later than 48 hours before the Meeting.
3. In accordance with the Corporations Act, a person's entitlement to vote at the Meeting will be determined by reference to the number of fully paid ordinary shares registered in the name of that person (reflected in the register of shareholders) as at 7.00pm on 27 January 2014. Shareholders that do not hold shares at this time will be ineligible to vote at the meeting.
4. Shareholders unable to attend the Meeting are urged to complete the attached Proxy Form and return it to the share registry in accordance with Note 2. A shareholder entitled to attend and vote at the meeting is entitled to appoint a proxy. A proxy need not be a shareholder of the Company. A shareholder who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If no proportion or number is specified, then in accordance with section 249X(3) of the Corporations Act 2001, each proxy may exercise half of the votes. Proxies must be lodged at the registered office of the Company or the Company's share registry, no later than forty-eight hours before the Meeting or adjourned Meeting. A form of proxy together with a return addressed envelope is provided with this notice.
5. Shareholders will be provided with a reasonable opportunity to ask questions about, or make comments on the management of the Company. Shareholders are invited to submit any questions to the Company no later than 5 business days before the meeting.

### VOTING IN PERSON

Shareholders who plan to attend the Meeting are asked to arrive at the venue 30 minutes prior to the time designated for the Meeting, if possible, so that their shareholding may be checked against the Share Register and their attendance noted. In order to vote in person at the Meeting, a corporation that is a Shareholder or a proxy may appoint an individual to act as its representative. The appointment must comply with the requirements of Section 250D of the Corporations Act. The representative should bring to the Meeting evidence of their appointment, including any authority under which it is signed.

## Part C: Explanatory Memorandum

This Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at a Meeting of the Company to be held at Level 3, London House, 216 St. Georges Terrace, Perth WA on Wednesday, 29 January 2014, commencing at 11:00 am (Perth WA time).

A copy of the Notice of Meeting (including this Explanatory Memorandum) was lodged with ASX on 18 December 2013. The ASX does not take responsibility for the content of the Notice of Meeting (including this Explanatory Memorandum).

This Explanatory Memorandum forms part of the Notice of Meeting and must be read together with that Notice. The purpose of this Explanatory Memorandum is to provide Shareholders with an explanation of the business of the Meeting and of the Resolutions to be proposed and considered at the Meeting and to assist Shareholders in determining how they wish to vote on each of the Resolutions.

Where permitted by law, the Chairman will be casting undirected proxy votes held by him in favour of all Resolutions. Except where they are restricted from voting, all Directors of the Company will be voting in favour of the Resolutions, and unanimously recommend to all Shareholders that they vote in favour of all Resolutions.

### **Presentation of Audited Financial Statements**

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The Audited Financial Statements are incorporated within the Company's Annual Report for the financial year to 30 September 2013 which has been made available to Shareholders in accordance with their election. In the case of Shareholders who have not opted to receive printed reports, the Annual Report is available on the Company's Web Site: [www.rampartenergy.com.au](http://www.rampartenergy.com.au) and / or from the ASX Company Announcements Web Site.

The Audited Financial Statements will be presented to the meeting for review and discussion and the Company's auditor will be present to answer questions. Consideration of the Audited Financial Statements does not require a resolution.

### **Resolution 1 - Consideration of the Remuneration Report - as an ordinary resolution**

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The Annual Report for the year ended 30 September 2013 contains a Remuneration Report (commencing at page 6 of the Annual Report) which sets out the remuneration policy for the Company and reports the remuneration arrangements in place for Directors and Executives.

The Corporations Act (under section 250R(2)) requires the agenda for an Annual General Meeting to include a resolution for the adoption of the Remuneration Report. The vote on the resolution is advisory only and is not binding on the Directors or the Company. However, under the Corporations Act, if 25% or more of votes that are cast are voted against the adoption of the Remuneration Report at two consecutive AGMs, Shareholders will be required to vote at the second of those AGMs on a resolution (a "spill resolution") that another meeting be held within 90 days at which all of the Company's directors (other than the Managing Director) must go up for re-election.

The Remuneration Report:

- (a) describes the policy behind, and the structure of, the remuneration arrangements of the Company and the link between the remuneration of employees and the Company's performance;
- (b) sets out the remuneration arrangements in place for each Director and for certain members of the senior management team; and
- (c) explains the differences between the basis for remunerating Non-Executive Directors and executives of the Company.

A reasonable opportunity for discussion of the Remuneration Report will be provided at the meeting.

### **Resolution 2 – Re-Election of Dr. Raymond D Shaw as a Director of the Company - as an ordinary resolution**

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ASX Listing Rule 14.4 requires that a Director (excluding the Managing Director) must not hold office without re-election past the third AGM following the Director's appointment or 3 years, whichever is longer and ASX Listing Rule 14.5 requires that an election of Directors must be held each year.

Consequently Dr. Raymond D Shaw retires by rotation and being eligible, offers himself for re-election as a Director. Details of Dr. Shaw's qualifications and experience are set out below.

The Chairman of the Meeting will be casting undirected proxies in favour of this Resolution. All Directors of the Company will be voting in favour of this Resolution and unanimously recommend that all Members vote in favour of this Resolution.

**Dr Raymond Shaw – Chairman**  
(Appointed on 11 May 2006)

Dr Raymond Shaw is a geologist and geophysicist with more than 30 years' experience in the resources and energy sectors including the oil, gas and coal industries. He has worked extensively throughout Australia and Asia in the private sector and has consulted to industry, government, and international aid agencies on a variety of resource projects including the World Bank, Asia Development Bank and Ausaid. He was a part time consultant with the New South Wales Department of Mineral Resources for 7 years, providing input for petroleum exploration industry initiatives during the late 1990's and early 2000's, and he was also a director of Hillgrove Gold Limited in the early 1990's.

Dr Shaw was founding Managing Director of Great Artesian Oil and Gas Limited and subsequently Managing Director of Bandanna Energy Limited, from 2009 until 2012, during which time he was also a director of Wiggins Island Coal Export Terminal Stage 1 at Gladstone involved in the \$3 billion development of a new coal export terminal.

Dr Shaw is also Executive Chairman of ASX listed Red Gum Resources Limited (ASX: RGX).

**Resolution 3 – Approval of Employee Share and Option Scheme (“ESOS”) – as an ordinary resolution**

The present Company ESOS was approved at the 2011 AGM and accordingly is now due for renewal. Full terms and conditions of the ESOS are attached at Annexure A.

The purpose of the ESOS is to attract, retain and motivate officers and employees of the Company and consultants engaged to provide ongoing management or consulting services for the Company or any subsidiary thereof, by providing such persons with the opportunity to acquire a proprietary interest in the Company.

ASX Listing Rule 7.1 essentially provides that a company may not issue securities representing more than 15% of its issued capital, over any 12 month period, without the approval of its shareholders unless an exception applies. Approval is being sought by the Company for the purposes of ASX Listing Rule 7.2 (Exception 9(b)) so that any issues of securities under the ESOS are not counted as a reduction for the purpose of the calculation of the number of securities that can be issued under Listing Rule 7.1 without shareholder approval. This exception is only available provided that within 3 years before the date of the issue, shareholders have approved the issue of securities under the ESOS as an exception to Listing Rule 7.1.

Under the ESOS, full or part time continuing employees and consultants (or their nominees) are included in the definition of “Eligible Employee”. Directors are not included in the ESOS definition of “Eligible Employee” and accordingly are not eligible to participate in this or any other incentive scheme of the Company, primarily due to the requirement that any securities to be issued to Directors or their associates must first be approved by the Shareholders pursuant to ASX Listing Rule 10.14.

Details of any securities issued under the ESOS will be published in each Annual Report of the Company relating to a period in which securities have been issued. As at the date of this Notice of Meeting no securities have been issued pursuant to the ESOS.

The Chairman will be casting undirected proxy votes held by him in favour of this Resolution and the Directors of the Company unanimously recommend to all shareholders that they vote in favour of this Resolution.

**Resolution 4 – Ratification of prior issue of securities in September 2013**

At the EGM held on 26 September 2013 shareholders approved the issue of 10,000,000 fully paid ordinary shares at \$0.525 each for total consideration of \$525,000, plus 11,586,667 unquoted options exercisable at \$0.075 each expiring on 31 January 2014 for the purposes of the Alaskan project and general working capital. Demand for the placement was such that a total of 10,909,990 shares and 11,889,997 options were issued raising an additional \$47,774.47. Consequently the additional 909,990 shares and 303,330 options were issued on 27 September 2013 pursuant to the Company's capacity under Listing Rule 7.1.

#### **Purpose of Resolution 4**

The purpose of Resolution 4 is to ratify the previously issued 909,990 fully paid ordinary shares at \$0.525 each and 303,330 attaching options exercisable at \$0.075 each expiring on 31 January 2014, to non-related sophisticated investors introduced by DJ Carmichael Pty Ltd.

#### **Listing Rule 7.4**

Listing Rule 7.4 applies to the securities already issued under Resolution 4 and provides for the Company to obtain subsequent approval to the prior issue of securities provided that issue did not breach Listing Rule 7.1, which is the case.

Shareholder approval to this Resolution will preserve the Company's ability to issue up to 15% of its issued capital without seeking Shareholder approval.

The Chairman of the Meeting will be casting undirected proxies in favour of this Resolution. All Directors of the Company will be voting in favour of this Resolution and unanimously recommend that all Shareholders also vote in favour of this Resolution.

#### **Resolutions 5 & 6 – Ratification of December 2013 Options placement, to non-related institutional and sophisticated investors and approval of future securities issue, both pursuant to the securities placement announced on 26 November 2013**

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At the EGM held on 26 September 2013 Shareholders approved the future issue of up to 50,000,000 securities to non-related sophisticated investors to be introduced by DJ Carmichael Pty Ltd, subject to issue within 3 months of the date of approval. If shares were issued then the minimum approved issue price was 80% of the average market price of the Company's ordinary shares over the 5 days immediately prior to the placement – that average was \$0.067. If options were issued as part of a placement (or for any other purpose) then the terms would be as determined by the Directors at the time having regard to the intended purpose of the issue and subject to advice received from DJ Carmichael Pty Ltd.

On 26 November 2013 the Company announced that \$4.45 million had been raised comprising \$0.93 million via the exercise of 15,486,690 existing unquoted options with an exercise price of \$0.06 each, and \$3.52 million (the actual amount was \$3.575 million) raised via a placement of 55,000,000 shares at \$0.065 (97% of the above average share price) to unrelated institutional and sophisticated investors. The placement included 27,500,000 attaching unquoted options (Placement Options) being 1 option for each 2 shares placed, each option having an exercise price of \$0.10 and expiring on 30 January 2015. The purpose of the capital raising was to progress the Company's north slope of Alaska oil and gas project and to assist in finalising details of a working capital debt facility based on the ACES rebate system operative in Alaska.

The share placement was conducted in 2 tranches in order to fit within the approval granted at the 26 September 2013 EGM and the requirements of Listing Rule 7.1. The first tranche comprising 45,126,682 shares (pursuant to the 26 September 2013 approval) and 22,563,341 Placement Options raised \$2.933 million and settled on 3 December 2013. In addition 12,500,000 broker options pursuant to the Placement, exercisable at \$0.12 each expiring 31 October 2016 were also issued in December 2013. The 22,563,341 Placement Options and the 12,500,000 broker options (in total 35,063,341 options) are the subject of Resolution 5.

The second tranche of 9,873,318 shares and 4,936,659 Placement Options to raise \$0.642 million are the subject of Resolution 6. The securities the subject of Resolutions 6 will be issued within 1 month of approval.

#### **Purpose of Resolution 5**

The purpose of Resolution 5 is to ratify the issue of 22,563,341 Placement Options exercisable at \$0.10 each expiring on 30 January 2015 to non-related sophisticated investors introduced by DJ Carmichael Pty Ltd, and 12,500,000 broker options to DJ Carmichael Pty Ltd or their nominees exercisable at \$0.12 expiring 31 October 2016 as detailed above subject to the requirements of Listing Rule 7.1.

#### **Listing Rule 7.5**

In accordance with Listing Rule 7.5 the following information is provided in relation to the prior issue of securities:

##### **7.5.1 The number of securities allotted**

22,563,342 placement options

12,500,000 broker options

### **7.5.2 The price at which the securities were issued**

The 22,563,342 placement options were free attaching

The 12,500,000 broker options were issued free as part of the broker's fee for lead management of the November / December placement.

### **7.5.3 The terms of the securities**

22,563,342 exercisable at \$0.10 expiring 30 January 2015

12,500,000 exercisable at \$0.12 expiring 31 October 2016

### **7.5.4 The basis on which allottees were determined**

22,563,342 to non-related sophisticated investors introduced by DJ Carmichael Pty Ltd

12,500,000 to DJ Carmichael Pty Ltd or their nominees

### **7.5.5 Use of funds raised**

No funds were raised from the issue of these options. If and when the options are exercised the funds then raised will be used to further investment in the Company's projects and for general working capital.

### **Purpose of Resolution 6**

The purpose of Resolution 6 is to approve the issue of the 9,873,318 tranche 2 shares plus 4,936,659 Placement Options to raise a further \$0.642 million, subject to the requirements of Listing Rule 7.1.

### **Listing Rule 7.3**

In accordance with Listing Rule 7.3 the following information is provided in relation to the proposed issue of the securities the subject of Resolution 6:

**a) The maximum number of securities the entity is to issue**

The maximum number of shares to be issued is 9,873,318 and the maximum number of options to be issued is 4,936,659.

**b) The date by which the entity will issue the securities**

The securities will be issued within one month of the date of this Meeting;

**c) The issue price of the securities**

**For the 9,873,318 shares**

The issue price of the shares will be \$0.065 each being the same price as for Tranche 1 of the placement – see the commentary above.

**For the 4,936,659 attaching unquoted options**

The exercise price will be \$0.010 each with an expiry date of 30 January 2015 being the same terms as for the options attached to tranche 1 of the placement – see the commentary above.

**d) The names of the allottees**

The allottees names are unknown at this time but will be non-related sophisticated investors introduced by the Company or by DJ Carmichael Pty Ltd.

**e) The terms of the securities**

**For the shares to be issued**

Any shares issued will be fully paid ordinary shares that rank equally in all respects with the existing fully paid ordinary shares.

**For the options to be issued**

As detailed in (c) above and the general terms detailed in Appendix B.

**f) The intended use of the funds raised**

The funds raised will be used to support the Company's investment in and future obligations related to the Alaskan acreage as previously announced and for general working capital.

### **Listing Rule 7.1**

Listing Rule 7.1 broadly provides, subject to certain exceptions, that a company may not issue or agree to issue securities which represent more than 15% of the Company's issued capital calculated in accordance with the requirements of Listing Rule 7.1, without obtaining shareholder approval.

Shareholder approval to Resolutions 5 & 6 will preserve the Company's ability to issue up to 15% of its issued capital without seeking Shareholder approval.

The Chairman of the Meeting will be casting undirected proxies in favour of these Resolutions. All Directors of the Company will be voting in favour of these Resolutions and unanimously recommend that all Shareholders also vote in favour of these Resolutions.

## **Resolution 7 – Approval of Future Securities Placement**

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As detailed under the commentary for Resolutions 5 & 6 above, at the EGM held on 26 September 2013 Shareholders approved the future issue of 50,000,000 securities to non-related sophisticated investors introduced by DJ Carmichael Pty Ltd for the purpose of meeting future project commitments in respect to the Company's interest in the Alaskan acreage, as previously announced from time to time. Subsequently the Company issued 45,126,682 shares on 3 December 2013 pursuant to that approval.

As stated in the explanatory Memorandum for the EGM held on 26 September 2013, It is clear from the announcements already released regarding the Alaskan acreage (original announcement on 27 May 2013 and several subsequent announcements) including details of the Company's ongoing expenditure as it earns and increases its interest in the Alaskan acreage up to a possible 75% working interest pursuant to the Participation Agreement with Royale Energy Inc., that the Company may need to raise additional capital to meet those future project related commitments. In addition there is an ongoing requirement for general working capital.

Accordingly, the Company, and its corporate advisor DJ Carmichael Pty Ltd, propose to again investigate the possibility of a future placement to raise funds and/or to make a security issue to satisfy future project related commitments, up to a total of 30,000,000 securities being shares and/or options as determined by the Directors having regard to the intended purpose and advice provided by DJ Carmichael Pty Ltd at the time, and to be issued no later than three months after the date of this Meeting.

Any options issued under this Resolution may or may not be quoted having regard to advice provided by DJ Carmichael Pty Ltd at the time. In addition it must be noted the number of options which may be issued is limited by Listing Rule 7.16 which provides that an entity must not issue options if it would have more options on issue than its underlying securities, with one exception which is not applicable here.

### **Possible share issues**

Any fully paid ordinary shares issued under this Resolution will be issued at a price no less than 80% of the average market price of the Company's ordinary shares over the 5 trading days before the day on which the issue is made. If there is a Prospectus, Offer Information Statement or Product Disclosure Statement relating to the issue, then the issue price will be no less than the 80% of the average market price over the last 5 days on which sales in the securities were recorded before the date on which the Prospectus, Offer Information Statement or Product Disclosure Statement is signed.

### **Possible option issues**

As stated in the Resolution, the terms and conditions of any options issued will be determined by the Directors at the time having regard to the intended purpose of the issue and subject to advice received from DJ Carmichael Pty Ltd. Examples of possible terms and conditions are set out below. The general terms and conditions of all options issued by the Company are provided in Appendix B.

#### **Example 1. Possible terms for free attaching quoted or unquoted options**

If the options are free attaching related to a share placement the terms will be determined by the Directors with advice from DJ Carmichael Pty Ltd, and depending on market conditions at the time, may be one option for up to every three shares subscribed and the applicable exercise price may be up to 3 times the issue price of the related shares with a term of up to 3 years. Quotation of any options will be subject to the consent of the ASX.

#### **Example 2. Possible terms for options not related to a placement**

Options not related to a share placement, and either quoted or unquoted, may be issued for any other purpose on terms and conditions at the discretion of the Directors again having regard to advice provided by DJ Carmichael Pty Ltd. The terms and conditions may be the same as the possible placement options detailed in Example 1 above except that the exercise prices may be the same multiple but calculated on the average market price of the Company's ordinary shares over the 5 trading days before the day on which the option issue is made.

### **Purpose of this Resolution**

If this Resolution 7 is approved, the Company will have approval in advance to issue up to 30,000,000 additional securities pursuant to Listing Rule 7.1, which may be either of shares or options or a combination of both at the discretion of the Directors, and having regard for advice provided by DJ Carmichael Pty Ltd.

At this time the final number of shares and their issue price, or options to be issued is not known, however, three examples of possible issued capital are provided based upon different scenarios, assuming that all securities issued pursuant to this Resolution 7 are shares and are issued at approximately 20% above the issue price of the most recent placement prior to this Notice, that is at \$0.08 each and that none of the Company's options existing at the date of this Notice have been exercised in the interim.

#### **Examples of possible issued capital**

##### **Example A. 30,000,000 shares are issued at \$0.08 each to raise \$2.4 million before costs**

Issued capital at the date of this Notice	261,367,142
Shares to be issued if Resolution 5 is approved	9,873,318
Shares issued pursuant to this Resolution	<u>30,000,000</u>
Issued capital following this Meeting	301,240,460

##### **Example B. 20,000,000 shares are issued at \$0.08 each to raise \$1.6 million before costs**

Issued capital prior to this meeting	261,367,142
Shares to be issued if Resolution 5 is approved	9,873,318
Shares issued pursuant to this Resolution	<u>20,000,000</u>
Issued capital following this Meeting	291,240,460

##### **Example C. 10,000,000 shares are issued at \$0.08 each to raise \$0.8 million before costs**

Issued capital prior to this meeting	261,367,142
Shares to be issued if Resolution 5 is approved	9,873,318
Shares issued pursuant to this Resolution	<u>10,000,000</u>
Issued capital following this Meeting	281,240,460

#### **Listing Rule 7.1**

Listing Rule 7.1 broadly provides, subject to certain exceptions, that a company may not issue or agree to issue securities which represent more than 15% of the Company's issued capital calculated in accordance with the requirements of Listing Rule 7.1, without obtaining shareholder approval. Resolution 7 requires shareholder approval under Listing Rule 7.1 and none of the exceptions under Listing Rule 7.2 apply.

Assuming that Resolution 6 is approved, the possible issue of an additional 30,000,000 shares will represent 11% of the then issued capital and therefore will be within the Company's capacity pursuant to Listing Rule 7.1. However the Directors prefer to seek approval for the issue in advance in order to preserve the Company's ability to issue up to 15% of its issued capital, and also to avoid the need to hold another general meeting within a few months in order to refresh that capacity

#### **Listing Rule 7.3**

In accordance with Listing Rule 7.3 the following information is provided in relation to the proposed issue of the securities:

**g) The maximum number of securities the entity is to issue**

The maximum number of securities to be issued is 30,000,000 comprising either shares or options (with the number of options limited as per the comments above regarding Listing Rule 7.16) or a combination of both.

**h) The date by which the entity will issue the securities**

The securities may be issued in a single placement or progressively as required, but in any event no later than three months after the date of this Meeting;

**i) The issue price of the securities**

**For any shares issued**

The issue price of any shares issued will be no less than 80% of the average market price of the Company's ordinary shares over the 5 trading days before the day on which the issue is made. If there is a Prospectus, Offer Information Statement or Product Disclosure Statement relating to the issue, then the issue price will be no less than the 80% of the average market price over the last 5 days on which sales in the securities were recorded before the date on which the Prospectus, Offer Information Statement or Product Disclosure Statement is signed.

**For any free attaching options**

The applicable exercise price may be up to 3 times the issue price of the related shares.

**For any other options not related to a placement**

The options will be on the same terms as the possible placement options detailed above except that the exercise prices will be the same multiple but calculated on the average market price of the Company's ordinary shares over the 5 trading days before the day on which the issue is made.

**j) The names of the allottees**

The allottees names are unknown at this time but will be non-related sophisticated investors introduced by the Company or by DJ Carmichael Pty Ltd.

**k) The terms of the securities**

**For any shares issued**

Any shares issued will be fully paid ordinary shares that rank equally in all respects with the existing fully paid ordinary shares.

**For any options issued**

Possible issue terms and conditions are detailed in Examples 1 & 2 above and the general terms are detailed in Appendix B.

**l) The intended use of the funds raised**

The funds raised will be used to support the Company's investment in and future obligations related to the Alaskan acreage as previously announced and for general working capital.

The Chairman of the Meeting will be casting undirected proxies in favour of this Resolution. All Directors of the Company will be voting in favour of this Resolution and unanimously recommend that all Members also vote in favour of this Resolution.

**RAMPART ENERGY LTD**  
**ACN 115 229 984**

**EMPLOYEE SHARE AND OPTION SCHEME**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Scheme, unless the context otherwise requires, the following terms and expressions have the following meanings:

**Acceptance Date** has the meaning ascribed to that term in clause 3.2(f);

**Acceptance Form** means a form for the acceptance of offers made to Eligible Employees in such form as the Board may approve from time to time;

**Acknowledgement** means the form of acknowledgement from time to time approved by the Board for the purposes of clause 12;

**associated body corporate** shall have the meaning ascribed to it in ASIC Class Order [03/184] as amended from time to time;

**ASX** means the ASX Limited;

**Auditor** means the auditor of the Company;

**Board** means the board of directors of the Company;

**Business Day** means a day on which ASX is open for business;

**Class Order** means an instrument issued by ASIC providing for relief from any provision of the *Corporations Act* as amended from time to time;

**Company** means Earth Heat Resources Ltd ACN 115 229 984;

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

**Current Market Price** means:

- (a) if the Company is listed on ASX, the last sale price on the Business Day prior to any grant; and
- (b) otherwise, the market value determined by the Auditor;

**Dividend** means;

- (c) Franked Dividends; and/or
- (d) unfranked Dividends.

**Eligible Employee** means any full-time or part-time continuing employee or consultant (or their nominee) of the Company or an associated body corporate of the Company who is employed at the time of the offer of the Securities and is determined by the Board from time to time in their absolute discretion to be eligible for participation under this Scheme;

**Employee Option** means an Option that is allotted to a Participant under this Scheme;

**Employee Share** means a Share that is allotted to a Participant under this Scheme;

**Exercise Price** means the price to be determined by the Board at its sole discretion;

**Financial Year** means the financial year adopted by the Company for the purpose of making up the profit and loss account and balance sheet of the Company pursuant to the *Corporations Act*;

**Franked Dividends** means dividends the whole or part of which have been franked in accordance with Division 202 of the *Tax Act*.

**Group Company** means the Company and each subsidiary of the Company.

**Interest** means the interest to be paid by an Eligible Employee on any Loan made to an Eligible Employee.

**Interest Rate** means BBY at the time of the loan plus 3%;

**Issue Date** means the date on which the Securities are issued to Participants;

**Issue Price** means the price payable by a Participant which shall at the time of issue be determined by the Board at its sole discretion;

**Listing Rules** means the Listing Rules of the ASX as they apply to the Company;

**Loan** means the provision of financial accommodation by the Company to an Eligible Employee for the purposes of paying the subscription price for Shares by the Eligible Employee offered under this Scheme;

**Market Price** means on any particular day or any particular time the average closing price of shares on the ASX on the five (5) Business Days immediately proceeding that date or time;

**Offer** means an offer to take up Securities pursuant to clauses 3 and 4;

**Option** means an option to subscribe for a Share;

**Option Commencement Date** means the date to be determined by the Board prior to the issuance of the relevant Options;

**Option Exercise Period** means in respect of an Option the period commencing on the Option Commencement Date and ending on the last Business Day of the Option Period;

**Option Period** means in respect of an Option, the period commencing on the date on which the Option was granted and (unless the Board determines a shorter period) expiring on the earlier of:

- (a) the expiration of such period nominated by the Board at its sole discretion at the time of the grant of the Option but being not less than two (2) years; or
- (b) the Business Day after the expiration of three (3) months, or any longer period which the Directors determine, after the Eligible Employee ceases (as applicable), under clause 23.1(a), to be employed by the Company or an associated body corporate of the Company; or
- (c) the Eligible Employee ceasing to be employed by the Company or an associated body corporate of the Company under the circumstances set out in clause 23.1(b).

**Participant** means an Eligible Employee who accepts an offer from the Board to participate in this Scheme;

**Prospectus** has the meaning ascribed to that term in the *Corporations Act*;

**Restricted Option** means an Employee Option issued pursuant to this Scheme that is subject to the restrictions contemplated in clause 17;

**Restricted Share** means an Employee Share issued pursuant to this Scheme that is subject to the restrictions contemplated in clause 15;

**Scheme** means this Scheme;

**Securities** means collectively a Share and Option and **Security** has a corresponding meaning;

**Share** means fully paid ordinary shares in the capital of the Company;

**Terms of Allotment** means, in relation to a Security:

- (a) the terms and conditions of this Scheme;
- (b) the Acknowledgement required under clause 12;
- (c) each restriction and other condition prescribed by the Board in relation to the Security; and
- (d) each statement setting out particulars in relation to the Security under clause 13;

**Unrestricted Option** means an Employee Option that is no longer subject to the restrictions imposed by the Board pursuant to clause 17;

**Unrestricted Share** means an Employee Share that is no longer subject to the restriction imposed by the Board pursuant to clause 15.

1.2 In this Scheme, unless the context otherwise requires:

- (a) A reference to any legislation includes an amendment, consolidation, re-enactment or replacement of it, and any subordinate legislation;
- (b) A reference to rules or to an agreement or document is to the rules, agreement or document as amended or replaced;
- (c) The singular includes the plural and vice versa;
- (d) A reference to any gender includes all genders;
- (e) If an expression is defined, another part of speech and grammatical form of the expression have a corresponding meaning; and
- (f) Headings and references to headings are for ease of reference only and do not affect interpretation.

## 2. OPERATION OF SCHEME

- 2.1 Subject to clauses 2.2 and 2.3, the Board may at any time decide that this Scheme should be operated in respect of any Financial Year and the Board may determine at its discretion the total number of Securities to be offered to each Eligible Employee and the Issue Price at which the Securities are offered.
- 2.2 The total number of Securities which may be offered by the Company under this Scheme shall not at any time exceed five percent (5%) of the Company's total issued Shares in that class at that time of the offer when aggregated with:
- (a) the number of Shares in the same class which would be issued on the basis that each outstanding offer with respect to Shares or Options under any employee share option scheme of the Company were accepted and exercised; and
  - (b) the number of Shares in the same class issued during the previous five (5) years pursuant to:
    - (i) this Scheme to an Eligible Employee; or
    - (ii) any employee share option scheme of the Company,but excluding for the purposes of the calculation, any offer made, or Option acquired or Share issued by way of or as a result of:
    - (i) any offer to a person situated at the time of receipt of the offer referred to in paragraph clauses 2.2(a) and 2.2(b) (**Relevant Offer**) outside of this jurisdiction; or
    - (ii) an offer that did not require disclosure to investors because of Section 708 of the *Corporations Act*; or
    - (iii) an offer that did not require the giving of a product disclosure statement because of Section 1012D of the *Corporations Act*; or
    - (iv) an offer made under a disclosure document or product disclosure statement within the meaning of those terms in the *Corporations Act*.
- 2.3 The Board may only offer to issue Securities pursuant to this Scheme:
- (a) if the Company has issued a Prospectus pursuant to which the Company offers to issue Securities pursuant to this Scheme; or
  - (b) where Shares have been quoted on the ASX throughout the twelve (12) month period immediately before the Offer without suspension for more than a total of two trading days during that period; or
  - (c) if the Company is otherwise authorised or permitted to do so pursuant to Section 708 of the *Corporations Act* or a Class Order and the offer and issue of those Securities is in accordance with the *Corporations Act* or the relevant Class Order as the case may be.

### 3. OFFER OF SHARES

- 3.1 The Board shall offer such number of Shares to such Eligible Employees as determined in accordance with clause 2 subject to the terms and conditions of this Scheme for the time being.
- 3.2 Such Offer shall be in writing and shall specify:
- (a) The name and address of the Eligible Employee to whom the Offer is made;
  - (b) The number of Shares being offered;
  - (c) The Current Market Price of the Shares;
  - (d) The Issue Price of the Shares on offer;
  - (e) The date of the Offer;
  - (f) The date, being not more than 45 days after the date of the Offer by which the Offer must be accepted (**Acceptance Date**); and
  - (g) Any other terms and conditions attaching to the Offer including, without limitation, whether any restrictions contemplated in clause 15 of this Scheme shall be imposed on the Shares being offered.
- 3.3 Where the Board, at its absolute discretion, has resolved to provide a Loan to an Eligible Employee to fund the subscription by the Eligible Employee for the Shares offered in clause 3.2, then such offer shall also:
- (a) provide for the terms and conditions upon which the Company will provide a Loan to finance the subscription by the Eligible Employee for the Shares offered;
  - (b) specify the amount of the Loan;
  - (c) specify the Loan termination date;
  - (d) specify the Interest to be paid on any Loan and the manner in which it shall be paid;
  - (e) specify whether the Company requires security over the Shares to secure repayment of the Loan;
  - (f) require the establishment of an account into which Dividends in respect of the Shares shall be paid and applied to payment of Interest and repayment of the Loan;
- 3.4 The Offer shall be accompanied by an Acceptance Form, the terms and conditions of this Scheme and the Explanatory Memorandum of this Scheme.
- 3.5 An Offer to an Eligible Employee is personal to that employee and is not assignable.
- 3.6 If the Company is listed on ASX, within three (3) Business Days of a written request to the Company from a Participant to do so, the Board shall provide information as to the Current Market Price of Shares to the Participant.

#### 4. OFFER OF OPTIONS

- 4.1 The Board shall offer such number of Options to such Eligible Employees as determined in accordance with clause 2, subject to the terms and conditions of this Scheme for the time being.
- 4.2 Such Offer shall be in writing and specify:
- (a) The name and address of the Eligible Employee to whom the Offer is made;
  - (b) The number of Options being offered;
  - (c) The Option Period;
  - (d) The Option Exercise Period;
  - (e) The Exercise Price;
  - (f) Any other terms and conditions attaching to the Offer including without limitation the requirements that the Shares being traded on ASX must trade at a price equal to or in excess of a price set by the Board;
  - (g) The date of the Offer;
  - (h) The date, being not more than 45 days after the date of the Offer by which the Offer must be accepted (**Acceptance Date**); and
  - (i) Any other terms and conditions attaching to the Offer including, without limitation, whether any restrictions contemplated in clause 17 of this Scheme shall be imposed on the Options being offered.
- 4.3 Where the Board, at its absolute discretion, has resolved to provide a Loan to an Eligible Employee to fund the subscription by the Eligible Employee for Shares upon the exercise of the Options offered in clause 4.2, then such offer shall also:
- (a) provide for the terms and conditions upon which the Company will provide a Loan to finance the subscription by the Eligible Employee for Shares upon the exercise of the Options offered under clause 4.2;
  - (b) specify the amount of the Loan;
  - (c) specify the Loan termination date;
  - (d) specify the Interest to be paid on any Loan and the manner in which it shall be paid;
  - (e) specify whether the Company requires security over the Shares issued to a Participant upon the exercise of the Employee Options to secure repayment of the Loan;
  - (f) require the establishment of an account into which Dividends in respect of the Shares, issued to a Participant upon the exercise of the Employee Options, shall be paid and applied to payment of Interest and repayment of the Loan;
- 4.4 The Offer shall be accompanied by an Acceptance Form, the terms and conditions of this Scheme and the Explanatory Memorandum of this Scheme.

- 4.5 An Offer to an Eligible Employee is personal to that employee and is not assignable.
- 4.6 If the Company is listed on ASX, within three Business Days of a written request to the Company from a Participant to do so, the Board shall provide information as to the Current Market Price of the Shares to the Participant.

## 5. ACCEPTANCE OF OFFER

- 5.1 An Eligible Employee (as the case may be) may accept the offer by:
- (a) delivering to the Company the completed Acceptance Form by the Acceptance Date; and
  - (b) paying the Issue Price applicable to the Offer in cleared funds.
- 5.2 An Offer which is not accepted by the Participant by the Acceptance Date shall lapse.
- 5.3 No brokerage, commission, stamp duty or other transaction costs will be payable by Eligible Employees in respect of any allotment of Securities under this Scheme.
- 5.4 All Securities allotted under this Scheme shall rank pari passu in all respects with the Securities of the same class for the time being on issue with the exception of:
- (a) any rights attaching to other Securities by virtue of entitlements arising from a record date prior to the date of the allotment in respect of those Securities; and
  - (b) the restrictions applying by virtue of clauses 15 and 17.

## 6. LAPSE OF OPTIONS

- 6.1 Any Option shall automatically lapse:
- (a) where it has not been exercised on the expiry of the Option Period; or
  - (b) on the Business Day after the expiration of three (3) months, or any longer period, which the Directors determine, after the Eligible Employee ceases, under clause 23.1(a), to be employed by the Company or an associated body corporate of the Company; or
  - (c) where an Eligible Employee ceases employment under clause 23.1(b).
- 6.2 Any Option which is exercised as to the whole of the Shares comprised in the Option shall lapse when it is last exercised.

## 7. EXERCISE OF OPTIONS

- 7.1 A Participant may at any time during the Option Exercise Period (but not after an Option has lapsed and subject to clause 7.2) exercise all or any of the Options held by him or her by lodging with the Company:
- (a) a written notice of exercise of option specifying the number of Shares in respect of which Options are being exercised (**Option Exercise Notice**); and
  - (b) unless the Company (on approval by the Board) has offered under clause 4.3 a Loan to the Participant to fund the subscription for the Shares upon exercise of the Option,

payment to the Company by way of a cheque, electronic transfer or such other method of payment approved by the Board for the Exercise Price multiplied by the number of Shares in respect of which Options are being exercised on a Business Day within thirty (30) days of delivery of the Option Exercise Notice.

- 7.2 Options must be exercised so as to result in the allotment of a marketable parcel within the meaning of the Listing Rules PROVIDED THAT where the number of Options held by a Participant has been adjusted from time to time in accordance with the terms and conditions of this Scheme, the Options shall be exercised by the Participant so as to result in as near as possible a marketable parcel of Shares being created.
- 7.3 Upon receipt of the Option Exercise Notice and the cheque referred to in clause 7.1, the Board shall allot to the Participant the Shares to which the Participant is entitled subject to the provisions of the Constitution of the Company.
- 7.4 Upon allotment of Shares pursuant to the exercise of Options, the Company shall use its best endeavours to have such Shares quoted and listed on the Official List of the ASX.

## 8. APPLICATION OF DIVIDENDS AND SALES PROCEEDS

- 8.1 The Board may determine;
- (a) when Interest is payable;
  - (b) how Interest will be paid from Dividends received in respect of the Shares;
  - (c) whether unpaid Interest shall be capitalised.
- 8.2 The Board may determine;
- (a) the term of the Loan;
  - (b) when repayments of the Loan shall be made;
  - (c) how repayments of the Loan shall be paid from Dividends received in respect of the Shares;
  - (d) how repayments of the Loan shall be paid from the sale proceeds arising from the sale of Shares and/or Restricted Shares;
  - (e) whether the liability of a Participant in respect of repayment of the Loan shall be limited in recourse in any way;
  - (f) the rights of the Company to Dispose of Restricted Shares for the purposes of repayment of the Loan.

## 9. BONUS ISSUE

- 9.1 A Participant does not have any participating rights or entitlements in respect of a pro rata issue of Securities to the Company's shareholders generally (otherwise than pursuant to any scheme) by way of bonus issue which may include but is not limited to capitalisation of reserves or distributable profits (**Bonus Issue**), except as allowed pursuant to this clause 9 and clause 10.

- 9.2 If, during the Option Exercise Period of any Option, the Company intends to undertake a Bonus Issue, the Company shall provide each Participant with at least ten (10) Business Days notice of the Bonus Issue before the record date nominated by the Company to determine entitlements to the issue (**Record Date**).
- 9.3 A Participant will only have participating rights or entitlements in respect of a Bonus Issue in respect of the Options which the Participant has exercised prior to the Record Date and only to the extent that the Participant holds Shares in the Company prior to the Record Date.

## 10. **ADJUSTMENT FOR RIGHTS ISSUE**

10.1 If, during the life of any Option:

- (a) shares are offered pro rata for subscription by the Company to its shareholders generally (otherwise than pursuant to any scheme) by way of rights issue; and
- (b) the price at which each share is so offered is less than the Market Price in force on the day of public announcement of the rights issue,

then the subscription price applicable to each Share then comprised in the Option shall be reduced by the value of the theoretical rights entitlement per cum rights share and that theoretical rights entitlement per cum rights share shall be taken to have a value calculated by applying the formula:

$$O^1 = O - \frac{E [P - (S + D)]}{N + 1}$$

where

$O^1$  = the new exercise price of the option

$O$  = the old exercise price of the option

$E$  = the number of underlying securities into which one option is exercisable

$P$  = the average Market Price per security (weighted by reference to volume) of the underlying securities during the five (5) trading days ending on the day before the ex right date or the ex entitlements date

$S$  = the subscription price for a security under the pro-rata issue

$D$  = the dividend due but not yet paid on existing underlying securities (except those to be issued under the pro-rata issue)

$N$  = the number of securities which rights of entitlements that must be held to receive a right to one new security

## 11. **RIGHTS OF PARTICIPANTS**

11.1 In addition to the rights set forth in clauses 8 and 10, the Board may, subject to and in accordance with any relevant Listing Rule, vary:

- (a) the number of Options to which a Participant is entitled under this Scheme;
- (b) the Exercise Price; or
- (c) both the number of Options and the Exercise Price,

to make such adjustments to the entitlements of Participants as the Board may regard as appropriate following any reduction or restructuring of the capital of the Company PROVIDED ALWAYS that:

- (d) in the event of the reconstruction (including consolidation, sub-division, reduction or return) of the issued capital of the Company, the number of Options or the Exercise Price of the Options or both shall be reconstructed (as appropriate) in a manner which will not result in any benefits being conferred on Participants which are not conferred on holders of Shares; and
- (e) (subject to the provisions with respect to rounding of entitlements as sanctioned by the meeting of the holders of Shares approving the reconstruction of capital) in all other respects the terms for the exercise of Options shall remain unchanged.

11.2 A Participant is not entitled to receive a Dividend or participate in a rights issue in respect of any Share for which an Option remains unexercised.

## 12. ELIGIBILITY AND ACKNOWLEDGEMENT FOR SECURITIES

12.1 The Board may in its absolute discretion determine that an employee who otherwise would be eligible to acquire Securities under this Scheme is nonetheless not eligible.

12.2 An employee shall not be eligible to acquire Securities under this Scheme at any time if he or she has been given notice of dismissal for misconduct from the employment by virtue of which he or she would, but for this clause 12.2, be eligible to acquire Securities (or has given notice of resignation from employment in order to avoid such dismissal).

12.3 The Board may, at such time as it determines, issue Securities under this Scheme to each Eligible Employee, subject to the Eligible Employee providing, or having provided to the Company, a valid Acknowledgement that the Eligible Employee agrees to be bound by the Terms of Allotment and by the constitution of the Company.

12.4 An Acknowledgment required under this clause 12 must be in the form from time to time approved by the Board and must state any restrictions or other conditions relating to the Shares as determined by the Board.

12.5 The Board may at any time in its absolute discretion determine that an existing Acknowledgment provided by an Eligible Employee under this clause 12 ceases to be of effect and that a new Acknowledgment must be provided by the Eligible Employee if that Eligible Employee wishes to participate in any future issue under this Scheme.

## 13. STATEMENT OF ALLOTMENT, INTEREST IN SECURITIES

13.1 As soon as reasonably practicable after the allotment of Securities, the Company shall cause a statement to be provided to each Eligible Employee setting out particulars of the Securities allotted to that Eligible Employee.

13.2 Each Participant has full legal and beneficial ownership of the Securities allotted to that Participant but any dealings with those Securities by the Participant are restricted as provided in this Scheme.

**14. CERTIFICATES: NON-CERTIFICATION**

14.1 The Company is not required to issue Share certificates or Option certificates, and is entitled to retain custody of any Share certificates or Option certificates issued, in respect of Employee Shares or Employee Options as long as those Shares are Restricted Shares or those Options are Restricted Options.

14.2 If any Employee Shares or Employee Options are uncertificated, the Company is authorised to implement any procedure it deems appropriate to restrict the Participant from dealing with the Shares or Options (as the case may be) for as long as those Shares are Restricted Shares or Options are Restricted Options.

**15. RESTRICTION ON DISPOSAL OF SHARES**

15.1 The Board, at its discretion may offer and issue Restricted Shares under this Scheme upon the terms and conditions it sees fit, including without limitation, the length of and any exceptions to such restriction imposed. If the Board offers and issues Restricted Shares the following provisions shall apply:

- (a) Shares allotted under this Scheme may not be dealt with (meaning for the purposes of this Scheme, disposed of, transferred, encumbered or otherwise dealt with on such terms and with such exceptions as the Directors see fit) by a Participant at any time whilst those Shares are Restricted.
- (b) the Company will not apply for listing of Restricted Shares on ASX.
- (c) if the Participant deals with or attempts to deal with an Employee Share in breach of clause 15.1(a), to the extent permitted by law, the Board shall be entitled to refuse to register any transfer of a Restricted Share.

**16. UNRESTRICTED SHARES**

16.1 Upon an Employee Share becoming an Unrestricted Share, all restrictions on dealing with the Share provided or pursuant to this Scheme shall lapse.

16.2 As soon as practicable after a Share becomes an Unrestricted Share, the Company shall:

- (a) cause the removal of any restriction imposed on dealing with the Share under clause 15.1(a);
- (b) cause a statement of holding to be sent to the Participant to whom the Share is allotted; and
- (c) at the expense of the Company, forthwith apply to ASX for quoting of the Unrestricted Share on ASX.

**17. RESTRICTION ON DISPOSAL OF OPTIONS**

17.1 The Board, at its discretion may offer and issue Restricted Options under this Scheme upon the terms and conditions it sees fit, including, without limitation, the length of and any

exceptions to such restriction imposed. If the Board offers and issues Restricted Options the following provisions shall apply:

- (a) Options allotted under this Scheme may not be dealt with (meaning for the purpose of this Scheme disposed of, transferred, encumbered or otherwise dealt with on such terms and with such exceptions as the Directors see fit) by a Participant at any time until they become Unrestricted Options.
- (b) The Company will not apply for listing of Restricted Options on ASX.
- (c) If the Participant deals with or attempts to deal with an Employee Option in breach of clause 17.1(a) to the extent permitted by law, the Board shall be entitled to refuse to register any transfer of a Restricted Option.

## 18. **UNRESTRICTED OPTIONS**

- 18.1 Upon an Employee Option becoming an Unrestricted Option, all restrictions on dealing with the Option provided or pursuant to this Scheme shall lapse.
- 18.2 As soon as practical after an Option becomes an Unrestricted Option, the Company shall:
  - (a) cause the removal of any restriction imposed on dealing with the Option under clause 17.1(a); and
  - (b) cause a statement of holding to be sent to the Participant to whom the Option is allotted.
- 18.3 Following an Option becoming an Unrestricted Option the Board may, at the expense of the Company, apply for those Unrestricted Options to be quoted on ASX if the Board forms the view, acting reasonably, that the Unrestricted Options meet the quotation requirements set forth in the Listing Rules.

## 19. **EXERCISE OF RESTRICTED OPTION**

- 19.1 For the avoidance of doubt, in the event that a Participant exercises a Restricted Option in accordance with this Scheme, the resulting Shares allotted as a consequence of exercise of the relevant Option shall be deemed to be Restricted Shares pursuant to clause 15 (**Relevant Restricted Shares**).
- 19.2 The Relevant Restricted Shares shall remain Restricted Shares for the purpose of this Scheme until the expiration of the restriction period imposed on the exercised Restricted Option.
- 19.3 Upon the Relevant Restricted Shares becoming Unrestricted Shares in accordance with clause 19.2, the provisions of clause 16.1 and clause 16.2 shall apply.

## 20. **ADMINISTRATION OF SCHEME**

- 20.1 The Board administers this Scheme and may:
  - (a) determine appropriate procedures for the administration of this Scheme consistent with the Terms of Allotment; and
  - (b) delegate to any one or more persons for such period and on such conditions as it may determine, the exercise of any of its powers or discretions arising under this Scheme.

- 20.2 Except as otherwise expressly provided in this Scheme, the Board has absolute and unfettered discretion in the exercise of any of its powers or discretions pursuant to this Scheme and to act or refrain from acting under or in connection with this Scheme.
- 20.3 The Board may, in relation to any Employee Share or Employee Option, waive in whole or in part, on terms it considers appropriate, any of the Terms of Allotment.
- 20.4 If there is any dispute or disagreement as to the interpretation of this Scheme or the Terms of Allotment of any Security, the decision of the Board is final and binding upon all persons.

## 21. **AMENDMENTS TO THIS SCHEME**

- 21.1 Subject to clause 21.2 and the Listing Rules, the Board may by resolution amend (meaning, for the purposes of this clause 21, amend, add to, revoke or replace) this Scheme (including this clause 21) or any of the Terms of Allotment of an Employee Share or an Employee Option.
- 21.2 The Board may not amend this Scheme if the amendment would materially reduce the rights of a Participant in respect of an Employee Share or an Employee Option allotted before the date of the amendment, unless the amendment is introduced primarily:
- (a) for the purpose of complying with any State or Commonwealth legislation that affects this Scheme;
  - (b) to correct a manifest error; or
  - (c) to address possible adverse tax implications in respect of this Scheme arising from, amongst others:
    - (i) a ruling of any relevant taxation authority;
    - (ii) a change to tax legislation (including an official announcement by any relevant taxation authority); or
    - (iii) changes in the interpretation of tax legislation by a court or tribunal of competent jurisdiction; or
  - (d) to enable the Company to comply with its constitution, the *Corporations Act*, other legislation or the Listing Rules.
- 21.3 As soon as reasonably practicable after making any amendment under clause 21, the Board, by written notice, will inform each Participant affected.

## 22. **TERMS OF EMPLOYMENT NOT AFFECTED**

- 22.1 The Terms of Allotment of this Scheme do not:
- (a) form part of any contract of employment or any arrangement in respect of any such employment, between a Participant and the Company; or
  - (b) constitute a related condition or collateral arrangement to any such contract of employment or arrangement,

and participation in this Scheme does not in any way affect the rights and obligations of a Participant under the terms of his or her employment or arrangement.

22.2 The terms of a Participant's employment or arrangement with the Company do not in any way affect the rights and obligations of a Participant under this Scheme.

22.3 A Participant has no right to compensation or damages from the Company in respect of any loss of future rights under this Scheme, as a consequence of termination of the Participant's employment or arrangement.

## 23. CESSATION OF EMPLOYMENT

23.1 An Eligible Employee shall cease to be an Eligible Employee where the Eligible Employee:

- (a) voluntarily resigns from employment with the Company or a Group Company; or
- (b) is dismissed from employment with the Company as a result of any one or more of the following:
  - (i) a breach, as determined by the Company, by the Eligible Employee of his or her contract of employment;
  - (ii) wilful misconduct bringing disrepute on the Company or a Group Company;
  - (iii) repeated disobedience, after prior written warning;
  - (iv) incompetence in the performance of any duties for which the Eligible Employee was employed, after prior written warning;
  - (v) fraud or other dishonesty in respect of the property or affairs of the Company or a Group Company; or
  - (vi) any other reason, based on which the Directors believe is fair and reasonable to warrant the lapsing and forfeiture of the Options.

## 24. TAXATION

24.1 The Company and the Directors shall not be responsible or assume any liability for the taxation liabilities of Participants under this Scheme.

24.2 Participants shall be solely responsible for seeking any independent taxation or other advice in respect of any Shares, Options or Loan approved by the Board to be provided under this Scheme.

## 25. NOTICES

25.1 A notice (meaning for the purposes of this clause 23, notice, application, permission or other communication) under this Scheme may be given in writing, addressed to the person to whom it is given, and is taken to be given and received if sent in accordance with clauses 25.2, 25.3 and 25.4.

25.2 For the purposes of clause 25.1 a notice is duly given and received by the Company if sent to the Company by pre-paid mail or by facsimile or other electronic communication, to an address at which it is actually received by:

- (a) the person who is, from time to time, designated by the Board as the person to whom the notice should be sent or by whom it should be received, and whose name or title and address are notified to the sender; or

- (b) if no other person is designated by the Board for this purpose, the secretary of the Company.
- 25.3 For the purposes of clause 25.1, a notice is duly given and received by a natural person (other than a person designated as the person to whom the notice should be sent in order to be received by the Company) if sent to:
- (a) the person's last known mailing address or the person's last known facsimile or other electronic communication address; or
  - (b) in the case of an Eligible Employee or a Participant, to the last known mailing, facsimile or other electronic communication address of the place of business at which the person performs the whole or substantially the whole of his or her office or employment.
- 25.4 A notice given under clause 25.1 to a person being a natural person, is duly given even if the person is then deceased (and whether or not the Company has notice of his or her death), unless the legal personal representative of the person has established title to the satisfaction of the Company and supplied to the Company an address to which documents should be sent.
- 25.5 A notice sent in accordance with clause 25.1 is treated as given and received:
- (a) in the case of a notice sent to the Company, at the time it is actually received by the secretary or other person designated by the Board as the person to whom it should be sent or by whom it should be received;
  - (b) in the case of any other notice sent by prepaid mail, forty eight (48) hours after it was put into the post properly stamped; and
  - (c) in the case of any other notice sent by facsimile or other electronic communication, at the time of transmission.

## 26. **CONSTITUTION, LISTING RULES AND GOVERNING LAW**

- 26.1 This Scheme and its Terms of Allotment are subject to the Company's constitution and the Listing Rules.
- 26.2 This Scheme is governed by the laws in force in New South Wales and the Commonwealth of Australia.



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ABN 86 115 229 984

## RAMPART ENERGY LTD

### STANDARD RIGHTS ATTACHING TO OPTIONS

The various option classes on issue by the Company have differing Exercise Prices and differing Expiry Dates, however, the standard rights attaching to the options are the same for each class and are set out below:

- (a) Unless otherwise indicated, the options are issued at no cost to the recipient and vest on the date that they are issued;
- (b) The options will not be transferable in whole or in part and may not be exercised by any other person (except, in the case of the Option holder's death, by his or her legal personal representative);
- (c) The number of Options that may be exercised at any one time must not be less than 20,000 unless the total number of Options held is less than 20,000 then that number of Options;
- (d) Upon the valid exercise of the options and payment of the Exercise Price, the Company will issue fully paid ordinary shares ranking pari passu with the then issued ordinary shares;
- (e) Option holders do not have any right to participate in new issues of securities in the Company made to shareholders generally. The Company will, where required pursuant to the ASX Listing Rules, provide option holders with notice prior to the books record date (to determine entitlements to any new issue of securities made to shareholders generally) to exercise the options, in accordance with the requirements of the Listing Rules;
- (f) Option holders do not participate in any dividends unless the options are exercised and the resultant shares of the Company are issued prior to the record date to determine entitlements to the dividend;
- (g) In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company:
  - (1) the number of options, the Exercise Price of the options, or both will be reconstructed (as appropriate) in a manner consistent with the ASX Listing Rules as applicable at the time of reconstruction, but with the intention that such reconstruction will not result in any benefits being conferred on the holders of the options which are not conferred on shareholders; and
  - (2) subject to the provisions with respect to rounding of entitlements as sanctioned by a meeting of shareholders approving a reconstruction of capital, in all other respects the terms for the exercise of the options will remain unchanged;
- (h) The Company has both quoted and unquoted options on issue. Unless indicated otherwise at the time of issue, the Company does not intend to quote the options on the ASX, however the Company will apply for listing of resultant shares of the Company issued upon the exercise of any option;



- (i) If there is a pro rata issue (except a bonus issue), the Exercise Price of an option may be reduced according to the following formula:

$$O^n = O - E [P - (S + D)]$$

$$N + 1$$

Where:

- $O^n$  = the new exercise price of the option;
- $O$  = the old exercise price of the option;
- $E$  = the number of underlying securities into which one option is exercisable;
- $P$  = the average market price per security (weighted by reference to volume) of the underlying securities during the 5 trading days ending on the day before the ex right date or the ex entitlements date;
- $S$  = the subscription price for a security under the pro rata issue;
- $D$  = dividend due but not yet paid on the existing underlying securities (except those to be issued under the pro rata issue);
- $N$  = the number of securities with rights or entitlements that must be held to receive a right to one new security.
- (j) If there is a bonus issue to the holders of shares in the Company, the number of shares over which the option is exercisable may be increased by the number of shares which the option holder would have received if the option had been exercised before the record date for the bonus issue; and
- (k) The terms of the options shall only be changed if holders (whose votes are not to be disregarded) of ordinary shares in the Company approve of such a change. However, the terms of the options shall not be changed to reduce the Exercise Price, increase the number of options or change any period for exercise of the options.

**Rampart Energy Ltd**

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000001 000 RTD  
MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

**Lodge your vote:**

**Online:**  
www.investorvote.com.au

**By Mail:**  
Computershare Investor Services Pty Limited  
GPO Box 242 Melbourne  
Victoria 3001 Australia

Alternatively you can fax your form to  
(within Australia) 1800 783 447  
(outside Australia) +61 3 9473 2555

For Intermediary Online subscribers only  
(custodians) www.intermediaryonline.com

**For all enquiries call:**  
(within Australia) 1300 850 505  
(outside Australia) +61 3 9415 4000

**Proxy Form**



Vote online or view the notice of meeting, 24 hours a day, 7 days a week:

**www.investorvote.com.au**

- Cast your proxy vote**
- Access the notice of meeting**
- Review and update your securityholding**

*Your secure access information is:*

**Control Number: 999999**

**SRN/HIN: I9999999999**

**PIN: 99999**

**PLEASE NOTE:** For security reasons it is important that you keep your SRN/HIN confidential.

**For your vote to be effective it must be received by 11.00am (Perth WA time) on Monday, 27 January 2014**

**How to Vote on Items of Business**

All your securities will be voted in accordance with your directions.

**Appointment of Proxy**

**Voting 100% of your holding:** Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote as they choose. If you mark more than one box on an item your vote will be invalid on that item.

**Voting a portion of your holding:** Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

**Appointing a second proxy:** You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

**A proxy need not be a securityholder of the Company.**

**Signing Instructions for Postal Forms**

**Individual:** Where the holding is in one name, the securityholder must sign.

**Joint Holding:** Where the holding is in more than one name, all of the securityholders should sign.

**Power of Attorney:** If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

**Companies:** Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

**Attending the Meeting**

Bring this form to assist registration. If a representative of a corporate securityholder or proxy is to attend the meeting you will need to provide the appropriate "Certificate of Appointment of Corporate Representative" prior to admission. A form of the certificate may be obtained from Computershare or online at www.investorcentre.com under the information tab, "Downloadable Forms".

**Comments & Questions:** If you have any comments or questions for the company, please write them on a separate sheet of paper and return with this form.

**GO ONLINE TO VOTE,  
or turn over to complete the form** →

MR SAM SAMPLE  
 FLAT 123  
 123 SAMPLE STREET  
 THE SAMPLE HILL  
 SAMPLE ESTATE  
 SAMPLEVILLE VIC 3030

**Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

# Proxy Form

Please mark  to indicate your directions

## STEP 1 Appoint a Proxy to Vote on Your Behalf XX

I/We being a member/s of Rampart Energy Limited hereby appoint

the Chairman of the Meeting **OR**

**PLEASE NOTE:** Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the Meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of Rampart Energy Limited to be held at Level 3, London House, 216 St. Georges Terrace Perth WA on Wednesday, 29 January 2014 at 11.00am (Perth WA time) and at any adjournment or postponement of that Meeting.

**Chairman authorised to exercise undirected proxies on remuneration related resolutions:** Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Item 1 (except where I/we have indicated a different voting intention below) even though Item 1 connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

**Important Note:** If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Item 1 by marking the appropriate box in step 2 below.

## STEP 2 Items of Business **PLEASE NOTE:** If you mark the Abstain box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

### RESOLUTIONS

	For	Against	Abstain
1 Consideration of Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Re-election of Dr. Raymond D Shaw as a Director of the Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Approval of Employee Share and Option Scheme	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Ratification of prior issue of securities in September 2013	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Ratification of prior issue of options in December 2013	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Approval of future securities issue pursuant to the November 2013 placement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Approval of future securities placement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote all available proxies in favour of each item of business.

## SIGN Signature of Securityholder(s) *This section must be completed.*

<b>Individual or Securityholder 1</b> <input style="width: 90%; height: 25px;" type="text"/>	<b>Securityholder 2</b> <input style="width: 90%; height: 25px;" type="text"/>	<b>Securityholder 3</b> <input style="width: 90%; height: 25px;" type="text"/>
-------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

**Sole Director and Sole Company Secretary**      **Director**      **Director/Company Secretary**

Contact Name \_\_\_\_\_ Contact Daytime Telephone \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_