
ELIXIR PETROLEUM LIMITED
ACN 108 230 995
NOTICE OF ANNUAL GENERAL MEETING

TIME: 11.00 a.m.

DATE: 12 November 2013

PLACE: The Terrace Hotel
237 St Georges Terrace
Perth, Western Australia

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on (+61 8) 9226 2111.

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IMPORTANT INFORMATION

TIME AND PLACE OF MEETING

Notice is given that the meeting of the Shareholders to which this Notice of Meeting relates will be held at 11.00 a.m. on 12 November 2013 at The Terrace Hotel, 237 St Georges Terrace, Perth, Western Australia.

YOUR VOTE IS IMPORTANT

The business of the Meeting affects your shareholding and your vote is important.

VOTING ELIGIBILITY

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 5.00 p.m. (WST) on 10 November 2013.

VOTING IN PERSON

To vote in person, attend the Meeting at the time, date and place set out above.

VOTING BY PROXY

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, members are advised that:

- each member has a right to appoint a proxy;
- the proxy need not be a member of the Company; and
- a member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

New sections 250BB and 250BC of the Corporations Act came into effect on 1 August 2011 and apply to voting by proxy on or after that date. Shareholders and their proxies should be aware of these changes to the Corporations Act, as they will apply to this Meeting. Broadly, the changes mean that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

Further details on these changes are set out below.

Proxy vote if appointment specifies way to vote

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, **if it does**:

- the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed); and
- if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands; and
- if the proxy is the chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and
- if the proxy is not the chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

Transfer of non-chair proxy to chair in certain circumstances

Section 250BC of the Corporations Act provides that, if:

- an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members; and
- the appointed proxy is not the chair of the meeting; and
- at the meeting, a poll is duly demanded on the resolution; and
- either of the following applies:
 - the proxy is not recorded as attending the meeting;
 - the proxy does not vote on the resolution,

the chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

BUSINESS OF THE MEETING

AGENDA

FINANCIAL STATEMENTS AND REPORTS – AGENDA ITEM

To receive and consider the annual financial report of the Company for the financial year ended 30 June 2013 together with the Declaration of the Directors, the Director's Report, the Remuneration Report and the Auditor's Report.

1. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

Preamble

The Corporations Act requires that at a listed company's Annual General Meeting, a resolution that the remuneration report be adopted must be put to the shareholders.

Resolution 1 – Adoption of Remuneration Report

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **non-binding resolution**:

"That, for the purpose of Section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's annual financial report for the financial year ended 30 June 2013."

Note: the vote on this Resolution is advisory only and does not bind the Directors or the Company.

Voting Prohibition Statement:

A vote on this Resolution must not be cast (in any capacity) by or on behalf of either 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 (the **voter**) described above may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either:

- (a) the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or
- (b) the voter is the Chair and the appointment of the Chair as proxy:
 - (i) does not specify the way the proxy is to vote on this Resolution; and
 - (ii) expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

2. RESOLUTION 2 – RE-ELECTION OF DIRECTOR – ALAN WATSON

Preamble

Clause 6.3 of Elixir's Constitution provides that, if the Company has 3 or more Directors, one third of the Directors (rounded down to the nearest whole number) must retire at each AGM. The Directors to retire are those who have held their office as Director the longest period of time since their last election or appointment to that office, and if two or more Directors have held office for the same period of time, those Directors determined by lot, unless those Directors agree otherwise.

A Director who retires under this clause is eligible for re-election

Resolution 2 – Re-election of Director – Alan Watson

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purpose of clause 6.3 of the Constitution and for all other purposes, Alan Watson, a Director, retires by rotation, and being eligible, is re-elected as a Director."

3. RESOLUTION 3 – RE-ELECTION OF DIRECTOR – SAM WILLIS

Preamble

Clause 6.3(j) of Elixir's Constitution provides that, unless a Director appointed under Article 6.2(b) has retired under Article 6.3(i), then that Director must retire at the next AGM, and is eligible for re-election at that meeting.

Resolution 3 – Re-election of Director – Sam Willis

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purpose of clause 6.3(j) of the Constitution and for all other purposes, Mr Sam Willis, a Director who was appointed on 30 August 2013, retires, and being eligible, is re-elected as a Director."

4. RESOLUTION 4 – APPROVAL OF 10% PLACEMENT CAPACITY– EQUITY SECURITIES

Preamble

The effect of Resolution 4 will be to allow the Company to issue Equity Securities up to 10% of the Company's fully paid ordinary securities on issue under the 10% Placement Capacity during the period up to 12 months after the Meeting, without subsequent Shareholder approval and without using the Company's 15% annual placement capacity granted under Listing Rule 7.1.

Resolution 4 – Approval of 10% Placement Capacity – Equity Securities

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **special resolution**:

"That, for the purpose of Listing Rule 7.1A and for all other purposes, approval is given for the issue of Equity Securities totalling up to 10% of the Shares on issue, calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 and on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who may participate in the issue of Equity Securities under this Resolution and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of

ordinary securities, if the Resolution is passed and any associates of those persons. However, the Company will 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 Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

5. RESOLUTION 5 – APPROVAL OF THE ELIXIR PETROLEUM LIMITED EXECUTIVE INCENTIVE PLAN

Preamble

The Board has formed the view that the most effective way to align the interests of the Eligible Employees and Shareholders of the Company is for the Eligible Employees to be Shareholders.

The aim of this plan is to allow the Board to assist Eligible Employees, who in the Board's opinion are dedicated and will provide ongoing commitment and effort to the Company. An Eligible Employee is any Employee or Executive Director of a Group Company who is declared by the Board to be eligible to receive grants of Awards under the Incentive Plan, or any other person who is declared by the Board in its sole and absolute discretion to be eligible to receive grants of Awards under the Plan.

Resolution 5 – Approval of the Elixir Petroleum Limited Executive Incentive Plan

To consider, and if thought fit, to pass with or without amendment, the following resolution as an ordinary resolution:

"That for the purposes of Listing Rule 7.2, Exception 9(b), as an exception to Listing Rule 7.1, and for all other purposes, the Shareholders approve the Incentive Plan for Eligible Employees (including Executive Directors) of the Company known as the "Elixir Petroleum Executive Incentive Plan" and the grant of Options or Performance Rights and the issue of Shares upon exercise of the Options or granting of Performance Rights, which Incentive Plan is summarised in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by a Director (except one who is ineligible to participate in any incentive scheme in relation to the Company) and any of their associates.

However, the Company will not disregard a vote if:

- (a) it is cast by the person as proxy for a person who is entitled to vote, in accordance with directions on the Proxy Form; or
- (b) it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

DATED: 11 OCTOBER 2013

BY ORDER OF THE BOARD



**NICHOLAS ONG
COMPANY SECRETARY**

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions which are the subject of the business of the Meeting.

FINANCIAL STATEMENTS AND REPORTS – AGENDA ITEM

In accordance with the Constitution, the business of the Meeting will include receipt and consideration of the annual financial report of the Company for the financial year ended 30 June 2013 together with the Declaration of the Directors, the Directors' Report, the Remuneration Report and the Auditor's Report.

The Company will not provide a hard copy of the Company's annual financial report to Shareholders unless specifically requested to do so. The Company's annual financial report is available on its website at <http://www.elixirpetroleum.com/>.

1. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

1.1 General

The Corporations Act requires that at a listed company's annual general meeting, a resolution that the remuneration report be adopted must be put to the shareholders. However, such a resolution is advisory only and does not bind the company or the directors of the company.

The remuneration report sets out the company's remuneration arrangements for the directors and senior management of the company. The remuneration report is part of the directors' report contained in the annual financial report of the company for a financial year.

The chair of the meeting must allow a reasonable opportunity for its shareholders to ask questions about or make comments on the remuneration report at the annual general meeting.

1.2 Voting consequences

Under changes to the Corporations Act which came into effect on 1 July 2011, a company is required to put to its shareholders a resolution proposing the calling of another meeting of shareholders to consider the appointment of directors of the company (**Spill Resolution**) if, at consecutive annual general meetings, at least 25% of the votes cast on a remuneration report resolution are voted against adoption of the remuneration report and at the first of those annual general meetings a Spill Resolution was not put to vote. If required, the Spill Resolution must be put to vote at the second of those annual general meetings.

If more than 50% of votes cast are in favour of the Spill Resolution, the company must convene a shareholder meeting (**Spill Meeting**) within 90 days of the second annual general meeting.

All of the directors of the company who were in office when the directors' report (as included in the company's annual financial report) for the previous financial year was approved, other than the managing director of the company, will cease to hold office immediately before the end of the Spill Meeting but may stand for re-election at the Spill Meeting.

Following the Spill Meeting those persons whose election or re-election as directors of the company is approved will be the directors of the company.

1.3 Previous voting results

At the Company's previous annual general meeting the votes cast against the remuneration report considered at that annual general meeting were less than 25%. Accordingly, the Spill Resolution is not relevant for this Annual General Meeting.

1.4 Proxy voting restrictions

Shareholders appointing a proxy for this Resolution should note the following:

If you appoint a member of the Key Management Personnel (other than the Chair) whose remuneration details are included in the Remuneration Report, or a Closely Related Party of such a member as your proxy:

You must direct your proxy how to vote on this Resolution. Undirected proxies granted to these persons will not be voted and will not be counted in calculating the required majority if a poll is called on this Resolution.

If you appoint the Chair as your proxy (where he/she is also a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report, or a Closely Related Party of such a member):

You ***do not*** need to direct your proxy how to vote on this Resolution. However, if you do not direct the Chair how to vote, ***you must mark the acknowledgement on the Proxy Form to expressly authorise the Chair to exercise his/her discretion in exercising your proxy even though this Resolution is connected directly or indirectly with the remuneration of Key Management Personnel.***

If you appoint any other person as your proxy:

You ***do not*** need to direct your proxy how to vote on this Resolution, and you ***do not*** need to mark any further acknowledgement on the Proxy Form.

2. RESOLUTION 2 – RE-ELECTION OF DIRECTOR – ALAN WATSON

The Company's Constitution provides as follows:

Clause 6.3 Retirement of Directors and vacation of office

- (a) Articles 6.3(b), 6.3(c), 6.3(d), 6.3(i) and 6.3(j) do not apply to the managing director of the Company, or if there are more than one, the managing director of the Company determined by the Directors.
- (b) A Director must retire from office no later than the longer of:
 - (i) the third annual general meeting of the Company; or
 - (ii) 3 years following that Director's last election or appointment.
- (c) If the Company has 3 or more Directors, one third of the Directors (rounded down to the nearest whole number) must retire at each AGM.
- (d) If the Company has less than 3 Directors, one Director must retire at each AGM.
- (e) The Directors to retire under Articles 6.3(c) and 6.3(d) are:
 - (i) those who have held their office as Director for the longest period of time since their last election or appointment to that office; and
 - (ii) if two or more Directors have held office for the same period of time, those Directors determined by lot, unless those Directors agree otherwise.

- (f) A Director who retires under Articles 6.3(b), 6.3(c), 6.3(d) or 6.3(l) is eligible for re-election.

The Company has five Directors one of whom, Mr John Robertson, is not standing for re-election. Accordingly, one Director must retire.

Mr Alan Watson, the Director longest in office since his last election, retires by rotation and seeks re-election.

3. RESOLUTIONS 3 – RE-ELECTION OF DIRECTOR –SAM WILLIS

Clause 6.3(j) of the Constitution allows the Directors to appoint at any time a person to be a Director as an addition to the existing Directors, but only where the total number of Directors does not at any time exceed the maximum number specified by clause 6.1 of the Constitution.

Clause 6.3(j) states that, unless a Director appointed under Article 6.2(b) has retired under Article 6.3(i), then that Director must retire at the next AGM, and is eligible for re-election at that meeting.

Sam Willis was appointed on 30 August 2013 and will retire in accordance with clause 6.3(j) of the Constitution and being eligible seeks re-election.

4. RESOLUTION 4 – APPROVAL OF 10% PLACEMENT CAPACITY– EQUITY SECURITIES

4.1 General

ASX Listing Rule 7.1A provides that an Eligible Entity may seek Shareholder approval at its annual general meeting to allow it to issue Equity Securities up to 10% of its issued capital over a period up to 12 months after the annual general meeting (**10% Placement Capacity**).

The Company is an Eligible Entity.

If Shareholders approve Resolution 4, the number of Equity Securities the Eligible Entity may issue under the 10% Placement Capacity will be determined in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 (as set out in Section 4.2 below).

The effect of Resolution 4 will be to allow the Company to issue Equity Securities up to 10% of the Company's fully paid ordinary securities on issue under the 10% Placement Capacity during the period up to 12 months after the Meeting, without subsequent Shareholder approval and without using the Company's 15% annual placement capacity granted under Listing Rule 7.1.

Resolution 4 is a special resolution. Accordingly, at least 75% of votes cast by Shareholders present and eligible to vote at the Meeting must be in favour of Resolution 4 for it to be passed.

4.2 ASX Listing Rule 7.1A

ASX Listing Rule 7.1A came into effect on 1 August 2012 and enables an Eligible Entity to seek shareholder approval at its annual general meeting to issue Equity Securities in addition to those under the Eligible Entity's 15% annual placement capacity.

An Eligible Entity is one that, as at the date of the relevant annual general meeting:

- (a) is not included in the S&P/ASX 300 Index; and
- (b) has a maximum market capitalisation (excluding restricted securities and securities quoted on a deferred settlement basis) of \$300,000,000.

The Company is an Eligible Entity as it is not included in the S&P/ASX 300 Index and has a current market capitalisation (undiluted) of \$6 million.

Any Equity Securities issued must be in the same class as an existing class of quoted Equity Securities. The Company currently has one class of quoted Equity Securities on issue, being the Shares (ASX Code: EXR).

The exact number of Equity Securities that the Company may issue pursuant to an approval under Listing Rule 7.1A will be calculated according to the following formula:

$$(A \times D) - E$$

Where:

- A** is the number of Shares on issue 12 months before the date of issue or agreement:
- (i) plus the number of Shares issued in the previous 12 months under an exception in ASX Listing Rule 7.2;
 - (ii) plus the number of partly paid shares that became fully paid in the previous 12 months;
 - (iii) plus the number of Shares issued in the previous 12 months with approval of holders of Shares under Listing Rule 7.1 and 7.4. This does not include an issue of fully paid shares under the entity's 15% placement capacity without shareholder approval; and
 - (iv) less the number of Shares cancelled in the previous 12 months.
- D** is 10%.
- E** is the number of Equity Securities issued or agreed to be issued under ASX Listing Rule 7.1A.2 in the 12 months before the date of issue or agreement to issue that are not issued with the approval of holders of Ordinary Securities under ASX Listing Rule 7.1 or 7.4.

4.3 Technical information required by ASX Listing Rule 7.1A

Pursuant to and in accordance with ASX Listing Rule 7.3A, the information below is provided in relation to this Resolution 4:

(a) **Minimum Price**

The minimum price at which the Equity Securities may be issued is 75% of the volume weighted average price of Equity Securities in that class, calculated over the 15 ASX trading days on which trades in that class were recorded immediately before:

- (i) the date on which the price at which the Equity Securities are to be issued is agreed; or
- (ii) if the Equity Securities are not issued within 5 ASX trading days of the date in Section 4.3(a)(i), the date on which the Equity Securities are issued.

(b) **Date of Issue**

The Equity Securities may be issued under the 10% Placement Capacity commencing on the date of the Meeting and expiring on the first to occur of the following:

- (i) 12 months after the date of this Meeting; and
- (ii) the date of approval by Shareholders of any transaction under ASX Listing Rules 11.1.2 (a significant change to the nature or scale of the Company's activities) or 11.2 (disposal of the Company's main undertaking),

(10% Placement Capacity Period).

(c) Risk of voting dilution

Any issue of Equity Securities under the 10% Placement Capacity will dilute the interests of Shareholders who do not receive any Shares under the issue.

If Resolution 4 is approved by Shareholders and the Company issues the maximum number of Equity Securities available under the 10% Placement Capacity, the economic and voting dilution of existing Shares would be as shown in the table below.

The table below shows the dilution of existing Shareholders calculated in accordance with the formula outlined in ASX Listing Rule 7.1A(2), on the basis of the current market price of Shares and the current number of Equity Securities on issue as at the date of this Notice.

The table also shows the voting dilution impact where the number of Shares on issue (variable A in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the 10% Placement Capacity.

Number of Shares on Issue*	Dilution			
	Issue Price (per Share)	\$0.0075 50% decrease in Issue Price	\$0.015 Current Issue Price	\$0.0225 50% increase in Issue Price
431,278,356 (Current)	10% voting dilution	43,127,835 Shares	43,127,835 Shares	43,127,835 Shares
	Funds raised	\$323,458.76	\$646,917.53	\$970,376.30
646,917,534 (50% increase)	10% voting dilution	64,691,753 Shares	64,691,753 Shares	64,691,753 Shares
	Funds raised	\$485,188.15	\$970,376.30	\$1,455,564.44
862,556,712 (100% increase)	10% voting dilution	86,255,671 Shares	86,255,671 Shares	86,255,671 Shares
	Funds raised	\$646,917.53	\$1,293,835.07	\$1,940,752.60

*The number of Shares on issue (variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro-rata rights issue or scrip issued under a takeover offer) or that are issued with Shareholder approval under Listing Rule 7.1.

The table above uses the following assumptions:

1. The current shares on issue are the Shares on issue as at 23 September 2013.

2. The issue price set out above is the closing price of the Shares on the ASX on 23 September 2013.
3. The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
4. The Company issues the maximum possible number of Equity Securities under the 10% Placement Capacity.
5. The Company has not issued any Equity Securities in the 12 months prior to the Meeting that were not issued under an exception in ASX Listing Rule 7.2 or with approval under ASX Listing Rule 7.1. The calculations above do not show the dilution that any one particular Shareholder will be subject to. All Shareholders should consider the dilution caused to their own shareholding depending on their specific circumstances.
6. This table does not set out any dilution pursuant to approvals under ASX Listing Rule 7.1.

Shareholders should note that there is a risk that:

- (i) the market price for the Company's Shares may be significantly lower on the issue date than on the date of the Meeting; and
- (ii) the Shares may be issued at a price that is at a discount to the market price for those Shares on the date of issue.

(d) Purpose of Issue under 10% Placement Capacity

The Company may issue Equity Securities under the 10% Placement Capacity for the following purposes:

- (i) as cash consideration in which case the Company intends to use funds raised towards the ongoing costs associated with the exploration of its existing projects and to investigate additional acquisitions to complement these projects. The Moselle permit, France, is the Company's existing focus for development. Funds raised will be used to meet cash payments in connection with the Moselle permit and any additional acquisitions, while also being used to fund subsequent exploration activities associated with any new acquisitions; or
- (ii) as non-cash consideration for the acquisition of new projects or otherwise as consideration for services rendered by non-related third parties to the Company, where it is considered appropriate by the board to do so. In such circumstances the Company will provide a valuation of the non-cash consideration as required by listing Rule 7.1A.3.

(e) Allocation under the 10% Placement Capacity

The allottees of the Equity Securities to be issued under the 10% Placement Capacity have not yet been determined. However, the allottees of Equity Securities could consist of current Shareholders or new investors (or both), none of whom will be related parties of the Company.

The Company will determine the allottees at the time of the issue under the 10% Placement Capacity, having regard to the following factors:

- (i) the purpose of the issue;
- (ii) alternative methods for raising funds available to the Company at that time, including, but not limited to, an entitlement issue or other offer where existing Shareholders may participate;

- (iii) the effect of the issue of the Equity Securities on the control of the Company;
- (iv) the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company;
- (v) prevailing market conditions; and
- (vi) advice from corporate, financial and broking advisers (if applicable).

(f) **Previous Approval under ASX Listing Rule 7.1A**

In the 12 months preceding the date of this Notice, 154,027,719 fully paid ordinary shares and 3,000,000 performance rights were issued, which represents 56.64% of the total number of Equity Securities on issue 12 months prior to the date of the Meeting. The Equity Securities issued in the preceding 12 months were as follows:

Date of Issue	Number of Ordinary Shares	Number of other securities	Name of person issued to, or basis of issue	Price, amount raised and use of funds or non-cash consideration and current value of that non-cash consideration.
13/08/2013	154,027,719		Existing shareholders via entitlements issue	\$1.848 million before cost at \$0.012 per share (approximately 20.5% discount to VWAP over 5 trading days), to progress the Company's Moselle Permit in France, which will include planning for the conduct of exploration activities and applying for an extension of the permit to enter the second five year exploration term. In addition, funds may be used to progress technical studies in relation to any additional acreage adjacent to the Moselle Permit that the Company is awarded. Funds may also be directed to meet potential liabilities associated with the abandonment of, or exit from, the Company's existing US assets, and otherwise for general working capital purposes.
12/11/2012		1,500,000 Performance Rights	Employee Incentive	500,000 of these performance rights have expired unvested on 23/7/13. The weighted average fair value of the 3,000,000 rights granted during the year is \$36,587. ¹
26/04/2013		1,500,000 Performance Rights	Employee Incentive	The weighted average fair value of 3,000,000 rights granted during the year is \$36,587. ¹

Note 1. The value of performance rights is measured using the Black & Scholes option pricing model. Measurement inputs include the Share price on the measurement date, the term of the performance rights, the expected volatility of the underlying Share (based on weighted average historic volatility adjusted for changes expected due to publicly available information), the expected dividend yield and the risk free interest rate for the term of the performance rights.

Cash raised from issues in the previous 12 months totals \$1.848 million before costs. These funds have not been spent and are intended to be used for activities described in the table above.

4.4 Voting Exclusion

A voting exclusion statement is included in this Notice. As at the date of this Notice, the Company has not invited any existing Shareholder to participate in an issue of Equity Securities under ASX Listing Rule 7.1A. Therefore, no existing Shareholders will be excluded from voting on Resolution 4.

5. RESOLUTION 5 – APPROVAL OF THE ELIXIR PETROLEUM LIMITED EXECUTIVE INCENTIVE PLAN

Resolution 5 seeks Shareholder approval for the establishment of the Elixir Petroleum Limited Executive Incentive Plan (**Incentive Plan**) for the purposes of the Corporations Act and for all other purposes.

Resolution 5 is an ordinary resolution.

The Board has the view that the most effective way to align the interests of the Eligible Employees and Shareholders of the Company is for the Eligible Employees to be Shareholders. The aim of the Incentive Plan is to allow the Board to assist Eligible Employees, who in the Board's opinion are dedicated and will provide ongoing commitment and effort to the Company.

The key features of the Incentive Plan are as follows:

- (a) The Board will determine the number of securities to be granted to Eligible Employees and the vesting conditions, expiry date and the exercise price of the Performance Rights and Options in its sole discretion.
- (b) The Performance Rights and Options granted pursuant to the Incentive Plan are not transferable unless they are vested.
- (c) Each Option entitles (subject to the satisfaction of any Vesting Conditions, Performance Hurdles and/or Exercise Conditions) the Participant holding the Option to subscribe for, or to be transferred in accordance with clause 9, one Plan Share;
- (d) Each Performance Right entitles (subject to the satisfaction of any Vesting Conditions, Performance Hurdles and/or Exercise Conditions) the Participant holding the Performance Right to receive, in accordance with clause 7, one Plan Share; and
- (e) Any Plan Share acquired pursuant to an exercise of an Award will rank pari passu with all existing Shares from the date of acquisition.
- (f) Subject to the Corporations Act and the Listing Rules, the Board will have the power to amend the Incentive Plan as it sees fit.

Full terms of the Incentive Plan are attached in Appendix 1.

GLOSSARY

\$ means Australian dollars.

10% Placement Capacity has the meaning given in Resolution 4 of this Notice.

Annual General Meeting or **Meeting** means the meeting convened by the Notice.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the Australian Securities Exchange, as the context requires.

ASX Listing Rules means the Listing Rules of ASX.

Award has the same meaning as per the Incentive Plan accompanying this Notice

Board means the current board of directors of the Company.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Chair means the chair of the Meeting.

Closely Related Party of a member of the Key Management Personnel means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependent of the member or the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- (e) a company the member controls; or
- (f) a person prescribed by the Corporations Regulations 2001 (Cth).

Company means Elixir Petroleum Limited (ACN 108 230 995).

Constitution means the Company's constitution.

Corporations Act means the Corporations Act 2001 (Cth).

Directors means the current directors of the Company.

Eligible Employee means:

- (a) any employee or executive director of a Group Company who is declared by the Board to be eligible to receive grants of awards under the Incentive Plan; or
- (b) any other person who is declared by the Board in its sole and absolute discretion to be eligible to receive grants of awards under the Incentive Plan.

Eligible Entity means an entity that, at the date of the relevant general meeting:

- (a) is not included in the A&P/ASX 300 Index; and
- (b) has a maximum market capitalisation (excluding restricted securities and securities quoted on a deferred settlement basis) of \$300,000,000.

Employee means any full-time or part-time employee of any Group Company.

Equity Securities includes a Share, a right to a Share or Option, an Option, a convertible security and any security that ASX decides to classify as an Equity Security.

Exercise Conditions has the same meaning as per the Incentive Plan accompanying this Notice.

Explanatory Statement means the explanatory statement accompanying the Notice.

Incentive Plan means the Elixir Petroleum Limited Executive Incentive Plan accompanying this Notice.

Group means the Company and its Related Bodies Corporate and Group Company means any one of them.

Key Management Personnel has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

Listing Rules means the means the listing rules, market rules or operating rules of a financial market in respect, of which the Company's shares are quoted or are the subject of an application for quotation, including but not limited to the official listing rules of the ASX.

Notice or **Notice of Meeting** means this notice of meeting including the Explanatory Statement and the Proxy Form.

Option has the same meaning as per the Incentive Plan accompanying this Notice.

Ordinary Securities has the meaning set out in the ASX Listing Rules.

Participant has the same meaning as per the Incentive Plan accompanying this Notice.

Performance Hurdles has the same meaning as per Incentive Plan accompanying this Notice.

Performance Right has the same meaning as per Incentive Plan accompanying this Notice.

Plan Share has the same meaning as per Incentive Plan accompanying this Notice.

Proxy Form means the proxy form accompanying the Notice.

Related Bodies Corporate has the meaning given in section 9 of the Corporations Act.

Resolutions means the resolutions set out in the Notice of Meeting, or any one of them, as the context requires.

Remuneration Report means the remuneration report set out in the Director's report section of the Company's annual financial report for the year ended 30 June 2013.

Share means a fully paid ordinary share in the capital of the Company.

Shareholder means a holder of a Share.

Variable A means "A" as set out in the calculation in Section 4.2 of this Notice.

Vesting Condition has the same meaning as per the Incentive Plan accompanying this Notice.

WST means Western Standard Time as observed in Perth, Western Australia.

ELIXIR PETROLEUM LIMITED
(ACN 108 230 995)

EXECUTIVE INCENTIVE PLAN

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1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

In these Rules, unless the context otherwise requires, the following terms and expressions will have the following meanings:

5% Limit has the meaning as set out in clause 4.1 (b).

Applicable Law means any one or more or all, as the context requires of:

- (a) the Corporations Act;
- (b) the Listing Rules;
- (c) the Constitution;
- (d) the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth);
- (e) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend (a), (b), and (d) above; and
- (f) any other legal requirement that applies to the Plan.

ASIC means the Australian Securities and Investments Commission.

ASX means the ASX Limited (ABN 98 008 624 691) trading as the Australian Securities Exchange.

Award means:

- (a) an Option; and/or
- (b) a Performance Right.

Bad Leaver means a Participant who ceases employment, engagement or office with any Group Company in any of the following circumstances:

- (a) the Participant's employment or engagement is terminated, or the Participant is dismissed from office, due to:
 - (i) serious and wilful misconduct;
 - (ii) material breach of the terms of any contract of employment, engagement or office entered into by the Company (or another Group Company) and the Participant;
 - (iii) gross negligence; or
 - (iv) other conduct justifying termination of employment, engagement or office without notice either under the Participant's contract of employment, engagement or office, or at common law;

- (b) the Participant ceases his or her employment, engagement or office for any reason and commences employment, engagement or office, or otherwise acts, in breach of any post-termination restrictions contained in his or her contract of employment, engagement or office entered into by the relevant Group Company and the Participant; or
- (c) the Participant is ineligible to hold his or her office for the purposes of Part 2D.6 of the Corporations Act.

Blackout Period means a period when the Participant is prohibited from trading in the Company's securities pursuant to the Company's written policies then applicable.

Board means the board of directors of the Company, a committee appointed by the board of directors of the Company as constituted from time to time, or any person who is provided with delegated authority by the board from time to time.

Business Day means a day on which banks are open for general banking business in Western Australia, excluding Saturdays, Sundays and public holidays in Western Australia.

Buy-Back means the purchase by the Company of Awards prior to their exercise, or the buy-back by the Company of Plan Shares, pursuant to clause 18.

Certificate means the certificate issued by the Company to a Participant in respect of an Award.

Change of Control Event occurs where:

- (a) an offer is made for Shares pursuant to a takeover bid under Chapter 6 of the Corporations Act and is, or is declared, unconditional; or
- (b) the Court sanctions under Part 5.1 of the Corporations Act a compromise or arrangement relating to the Company or a compromise or arrangement proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies; or
- (c) any other merger, consolidation or amalgamation involving the Company occurs which results in the holders of Shares immediately prior to the merger, consolidation or amalgamation being entitled to 50 per cent or less of the voting shares in the body corporate resulting from the merger, consolidation or amalgamation; or
- (d) any Group Company or Group Companies enter into agreements to sell the main business undertaking or the principal assets (whether or not in the form of shares in a Group Company) of the Group to a person, or a number of persons, none of which are Group Companies and those agreements become unconditional; or
- (e) the Board determines in its reasonable opinion, control of the Company has or is likely to change or pass to one or more persons, none of which are Group Companies.

Company means Elixir Petroleum Limited (ACN 108 230 995).

Constitution means the constitution of the Company, as amended from time to time.

Corporations Act means the Corporations Act 2001 (Cth).

Director means a director of any Group Company.

Eligible Employee means:

- (a) any Employee or Executive Director of a Group Company who is declared by the Board to be eligible to receive grants of Awards under the Plan; or
- (b) any other person who is declared by the Board in its sole and absolute discretion to be eligible to receive grants of Awards under the Plan.

Employee means any full-time or part-time employee of any Group Company.

Exercise Conditions means any criteria, requirements or conditions, as determined by the Board or under these Rules, which must be met (notwithstanding the satisfaction of any Vesting Conditions and/or Performance Hurdles) prior to a Participant being entitled to exercise vested Awards in accordance with clause 7.

Exercise Period means the period during which a vested Option may be exercised, as set out in clause 8.1.

Exercise Price means the exercise price payable by a Participant to acquire a Share upon the exercise of an Option, as specified by the Board in the Invitation Letter, and determined by the Board in its sole and absolute discretion; provided that the Exercise Price shall not in any circumstances be lower than the Market Value of the Shares on the Grant Date of the Option.

Expiry Date means the earlier of:

- (a) the date 5 years from the Grant Date of any Awards; or
- (b) any other date determined by the Board and as specified in the Invitation, after which the Awards lapse and may no longer be exercised.

Good Leaver means a Participant who ceases employment, engagement or office with any Group Company and who is not a Bad Leaver, and includes where a Participant's employment, engagement or office ceases due to death, permanent incapacity, redundancy, resignation, retirement or any other reason the Board determines in its sole and absolute discretion.

Grant Date means the date on which Awards are granted to a Participant and specified in the Invitation Letter.

Group means the Company and its Related Bodies Corporate and Group Company means any one of them.

Invitation means an invitation to an Eligible Employee to apply for the grant of Awards under these Rules.

Invitation Letter means a letter from the Company to an Eligible Employee, which contains the Invitation.

Listing Rules means the listing rules, market rules or operating rules of a financial market in respect, of which the Company's shares are quoted or are the subject of an application for quotation, including but not limited to the official listing rules of the ASX.

Market Value means the value of an Award or of Shares as determined by:

- (a) in relation to an Award, a valuation methodology approved by the Board; or
- (b) in relation to Shares, the volume weighted average trading price (**VWAP**) of Shares sold on the ASX over the last 5 trading days immediately before the relevant date.

Nominated Party means, in respect of an Eligible Employee:

- (a) that person's spouse;
- (b) that person's biological or legally adopted child of at least 18 years of age;
- (c) a trustee or trustees of a trust set up wholly for the benefit of one or more Eligible Employees or a person mentioned in sub-clauses (a) or (b); or
- (d) a company in which all of the issued Shares are beneficially held by, and all of the voting rights are beneficially held by:
 - (i) the Eligible Employee; and/or
 - (ii) a person or persons mentioned in sub-clauses (a), (b) or (c) above.

Notice of Exercise means a notice in the form determined by the Board from time to time.

Option means an option granted to a Participant under this Plan to subscribe for and/or acquire (as determined by the Board in its sole and absolute discretion) one Share on the terms of the Plan and subject to the satisfaction of any Vesting Conditions, Performance Hurdles and/or Exercise Conditions and payment of the relevant Exercise Price.

Participant means an Eligible Employee who has been offered Awards and who has returned a corresponding written confirmation to the Company that has been accepted by the Company pursuant to these Rules.

Performance Hurdles means any conditions relating to the performance of the Group (and the manner in which those conditions will be tested) for the purposes of determining the number of Awards granted to a Participant which may be exercised, as specified in the Invitation Letter and determined by the Board in its sole and absolute discretion.

Performance Period means the period set out in the Invitation Letter and determined by the Board in its sole and absolute discretion for the purpose of determining the extent (if any) to which the Performance Hurdles have been met.

Performance Right means an entitlement of a Participant granted under this Plan to subscribe for and/or acquire (as determined by the Board in its sole and absolute discretion) one Share on the terms set out in the Plan subject to the satisfaction of any Vesting Conditions, Performance Hurdles and/or Exercise Conditions. For the avoidance of doubt, no consideration is payable for the exercise of a right to subscribe for and/or acquire a Share pursuant to the Performance Right.

Plan means the Elixir Petroleum Limited Executive Incentive Plan established and operated in accordance with these Rules.

Plan Limit has the meaning as set out in clause 4.1 (a).

Plan Share means any Share held by a Participant:

- (a) in respect of which the Participant exercised an Option; or
- (b) upon automatic exercise of a Performance Right.

Related Body Corporate has the meaning given in section 9 of the Corporations Act.

Rules means these rules in respect of the operation of the Plan, as amended from time to time.

Security Interest means a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature.

Share means a fully paid ordinary share in the capital of the Company.

Share Trading Policy means any Company share trading policy, as amended from time to time.

Shareholder means any holder of Shares.

Shareholder Approval means any prior consent or affirming resolution that needs to be obtained from Shareholders of the Company before an action is taken or determination made under these Rules.

Tax means all forms of taxes (including, without limitation, PAYG withholding, income tax and fringe benefits tax), imposts, charges, withholdings or other governmental impositions collected, imposed, assessed or charged by a taxation authority and any related interest penalties, fines, expenses and other additional statutory charges.

Test Date means, in relation to an Award, the date at which Performance Hurdles are to be measured to determine whether that Award becomes vested, as set out in the Invitation Letter and determined by the Board in its sole and absolute discretion.

Term means the period commencing on the Grant Date and ending on the Expiry Date (inclusive).

Vesting Conditions means any time based criteria, requirements or conditions (as specified in the Invitation Letter and determined by the Board in its sole and absolute discretion) which must be met prior to Awards vesting in a Participant, which the Board may throughout the course of the period between the grant of an Award and its vesting waive or accelerate as the Board considers reasonably appropriate.

Vesting Notification means a notice to a Participant informing the Participant that his or her Options have vested and are exercisable, and/or that his or her Performance Rights have vested and are either exercisable, or will be automatically exercised.

VWAP has the meaning given to such term in the definition of Market Value.

1.2 Interpretation

In these Rules the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of these Rules;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a document includes all amendments or supplements to that document;
 - (iii) a clause is a reference to a clause of these Rules;
 - (iv) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - (v) an agreement other than these Rules includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and

- (vi) a monetary amount is in Australian dollars;
- (g) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and
- (h) in determining the time of day, where relevant to these Rules, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under these Rules, the time of day in the place where the party required to perform an obligation is located.

1.3 Applicable Laws

These Rules, the offering and granting of any Awards or Plan Shares and the rights attaching to or interests in the Awards or Plan Shares will at all times be subject to all Applicable Laws.

1.4 Rounding

Where any calculation or adjustment to be made pursuant to these Rules produces a fraction of a cent or a fraction of an Award or Plan Share, the fraction will be eliminated by rounding to the nearest whole number.

1.5 Constitution

The entitlements of Eligible Employees and Participants under these Rules are subject to the Constitution. In the event of any inconsistency between these Rules and the Constitution, the terms of the Constitution will prevail.

2. PURPOSE

The purpose of the Plan is to:

- (a) assist in the reward, retention and motivation of Eligible Employees;
- (b) link the reward of Eligible Employees to performance and the creation of Shareholder value;
- (c) align the interests of Eligible Employees more closely with the interests of Shareholders by providing an opportunity for Eligible Employees to receive an equity interest in the form of Awards;
- (d) provide Eligible Employees with the opportunity to share in any future growth in value of the Company; and
- (e) provide greater incentive for Eligible Employees to focus on the Company's longer term goals.

3. COMMENCEMENT AND TERM

- (a) The Plan will commence on a date determined by resolution of the Board. Where Shareholder Approval is required under an applicable Listing Rule,

any Awards granted under the Plan may not vest or be exercised until such Shareholder Approval is obtained.

- (b) The Board may terminate the Plan at any time. Termination shall not affect the rights or obligations of a Participant or the Company which have arisen under the Plan before the date of termination and the provisions of the Plan relating to a Participant's Awards shall survive termination of the Plan until fully satisfied and discharged.

4. MAXIMUM AWARD ALLOCATION

4.1 Maximum limit

- (a) Notwithstanding any other provision of this Plan or any Invitation Letter or any other incentive plan, a maximum of 7.5% of the total issued and outstanding Shares of the Company at the time of the grant of Awards (**Plan Limit**) will be issuable as a result of the exercise of Awards granted or to be granted under this Plan or any other incentive plan of a Group Company, provided that the issue is made in accordance with the requirements of any Applicable Laws.
- (b) The number of Plan Shares to be received on the exercise of the Awards the subject of an Invitation, when aggregated with:
 - (i) the number of Shares which would be issued, were each outstanding offer made or Award granted pursuant to the Plan or any other incentive plan of a Group Company to be accepted or exercised; and
 - (ii) the number of Shares issued during the previous 5 years pursuant to the Plan or any other incentive plan of a Group Company,but disregarding any offer made, or Awards granted or Shares issued by way of or as a result of:
 - (iii) an offer to a person situated at the time of receipt of the offer outside Australia;
 - (iv) an offer that did not need disclosure to investors because of section 708 of the Corporations Act;
 - (v) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D; or
 - (vi) an offer made under a Disclosure Document or Product Disclosure Statement,must not exceed 5% of the total number of issued Shares at the time of the grant of the Awards (**5% Limit**).
- (c) The Plan Limit and 5% Limit shall be subject to adjustment or increase pursuant to the provisions of clause 17.1 or as may otherwise be permitted by applicable law and the applicable rules of each stock exchange on which the Shares are then listed or quoted for trading.

- (d) Where an Award lapses without being exercised, the Plan Shares which would otherwise have been received on the exercise of the Award are ignored when calculating the limits in this clause,

5. ELIGIBILITY AND GRANT

5.1 Eligibility

The Board may from time to time in its sole and absolute discretion determine that an Eligible Employee may participate in the Plan. For the avoidance of doubt, a non-executive director is not eligible to participate in the Plan.

5.2 Invitation

- (a) Following determination that an Eligible Employee may participate in the Plan, the Board may at any time and from time to time make an Invitation to the Eligible Employee.
- (b) Subject to clause 6, the manner, form, content, timing and frequency of an Invitation Letter will be as determined by the Board in its sole and absolute discretion.

5.3 Confirmation

- (a) Subject to clause 5.3(b), an Eligible Employee who wishes to participate in the Plan in response to an Invitation Letter must confirm in writing their acceptance of the conditions of the grant of Award and the rules governing such Award as a condition of their participation.
- (b) If written confirmation is not received prior to the date upon which the Award or any portion thereof would vest, the Board may nevertheless in its sole and absolute discretion agree to permit such Eligible Employee to participate.
- (c) For the avoidance of doubt, the Board in its sole and absolute discretion can refuse to allow an Eligible Employee to participate in the Plan even though a written confirmation is received from the Eligible Employee in accordance with paragraph 5.3(a).

5.4 Nominated Party

- (a) The Board may, in its sole and absolute discretion, determine that an Eligible Employee to whom an Invitation is made may give notice that they would prefer such Invitation be made to a Nominated Party.
- (b) The Board may in its sole and absolute discretion determine whether it will make the Invitation to the Nominated Party and on what conditions it will agree to do so.

5.5 Multiple Invitations

Unless otherwise determined by the Board in its sole and absolute discretion, the Board may grant any number of Awards to Eligible Employees, as set out in any Invitation Letter, notwithstanding that a grant or grants may have previously been made to any Eligible Employee.

5.6 Participation

Following receipt of a written confirmation and subject to clause 5.3(c), and provided that the Eligible Employee is then still an Eligible Employee of a Group Company, the Eligible Employee will be entitled to participate in the Plan according to its terms.

5.7 Grant

- (a) On the Grant Date, the Company will grant to the relevant Eligible Employee the number of Awards as set out in the Invitation and issue the Participant a notice confirming the grant of the Awards together with a Certificate.
- (b) An Eligible Employee will not pay anything for the grant of Awards.

6. TERMS OF AWARDS

6.1 Board determination

- (a) The terms and conditions of Awards offered or granted under these Rules to each Eligible Employee will be:
 - (i) determined by the Board in its sole and absolute discretion and include as a minimum:
 - (A) the date of the Invitation;
 - (B) the name of the Eligible Employee to whom the Invitation is made;
 - (C) the number and type of Award(s) which are capable of becoming exercisable if the Vesting Conditions (if any), the Performance Hurdles (if any), and/or Exercise Conditions (if any) are met;
 - (D) the Grant Date;
 - (E) in the case of an Option, the Exercise Price;
 - (F) in the case of an Option, the Exercise Period;
 - (G) the Term and Expiry Date (if any);
 - (H) the Vesting Conditions (if any), the Performance Hurdles and Performance Period (if any), the Test Dates (if any) and/or Exercise Conditions (if any);
 - (I) any disposal or other restrictions attaching to the Awards and/or Plan Shares;
 - (J) any rights attaching to the Awards and/or Plan Shares; and
 - (K) agreement with the Eligible Employee of the

company to supply details to third parties where required by law;

- (ii) set out in an Invitation Letter delivered to the Eligible Employee.
- (b) Invitations may be made by the Board on a differential basis to Eligible Employees, different classes of Eligible Employees or to Eligible Employees within the same class, as the case may be.

6.2 Award entitlements

Subject to the Board determining otherwise prior to an Invitation, and subject to these Rules:

- (a) each Option entitles (subject to the satisfaction of any Vesting Conditions, Performance Hurdles and/or Exercise Conditions) the Participant holding the Option to subscribe for, or to be transferred in accordance with clause 9, one Plan Share;
- (b) each Performance Right entitles (subject to the satisfaction of any Vesting Conditions, Performance Hurdles and/or Exercise Conditions) the Participant holding the Performance Right to receive, in accordance with clause 7, one Plan Share; and
- (c) any Plan Share acquired pursuant to an exercise of an Award will rank pari passu with all existing Shares from the date of acquisition.

6.3 Method of delivery of Plan Shares

Upon exercise of Awards, Plan Shares may be delivered to the Participant in the following ways, as determined by the Board from time to time in its sole and absolute discretion by:

- (a) way of allotment and issue of Shares;
- (b) acquiring Shares from a third party; or
- (c) any combination of the methods set out in subclauses (a) or (b).

6.4 Participant rights

A Participant who holds Awards is not entitled to:

- (a) notice of, or to vote or attend at, a meeting of the Shareholders of the Company; or
- (b) receive any dividends declared by the Company,

unless and until any Award is exercised and the Participant holds Plan Shares as a result thereof.

6.5 No Adjustment of Awards to reflect payment of dividends and distributions

No adjustment will be made to the number of Performance Rights or Options granted to a Participant under the Plan if dividends or other distributions are paid on Shares before Options are exercised or the Performance Rights vest.

6.6 Conditions for vesting and exercise

- (a) The Board will determine prior to an Invitation being made, and specify in the Invitation Letter, any Vesting Conditions, Performance Hurdles and Performance Period, and/or Exercise Conditions attaching to the Awards. For greater certainty, the Board may apply different Vesting Conditions, Performance Hurdles or Performance Periods to one or more portions of any Award.
- (b) Awards will only vest if any applicable Vesting Conditions and/or Performance Hurdles have been satisfied, waived by the Board, or are deemed to have been satisfied under these Rules.
- (c) Vested Awards will only be exercisable when any applicable Exercise Conditions have been satisfied, waived by the Board, or are deemed to have been satisfied under these Rules.

6.7 No transfer of Awards

Awards granted under this Plan may not be assigned, transferred, novated, encumbered with a Security Interest in or over them, or otherwise disposed of by a Participant, other than in accordance with clause 5.4, unless:

- (a) the prior consent of the Board is obtained, which consent may impose such terms and conditions on such assignment, transfer, novation, encumbrance or disposal as the Board sees fit in its sole and absolute discretion; or
- (b) such assignment or transfer occurs by force of law upon the death of a Participant to the Participant's legal personal representative or upon bankruptcy to the Participant's trustee in bankruptcy.

6.8 New issues

An Award does not confer on a Participant the right to participate in new issues of Shares by the Company, including by way of bonus issue, rights issue or otherwise.

6.9 Awards to be registered

Awards will be registered in the appropriate register of the Company to facilitate the efficient management and administration of the Plan and to comply with regulatory reporting requirements.

7. EXERCISE AND SETTLEMENT OF PERFORMANCE RIGHTS

7.1 Vesting Notification

Performance Rights shall vest if and when any Vesting Conditions, Performance Hurdles and/or Exercise Conditions applicable to a Participant's Performance Rights have been satisfied, have been waived by the Board, or are deemed to have been satisfied under these Rules, and where the Company has issued a Vesting Notification to the Participant informing them that some or all of their Performance Rights have vested and will be exercised automatically.

7.2 Method of exercise of Performance Rights

Following the issue of a Vesting Notification to a Participant, a vested Performance Right will be automatically exercised.

7.3 Actions on exercise

On completion of the exercise of Performance Rights:

- (a) the Performance Rights will automatically lapse;
- (b) the Company will, within ten (10) Business Days, allot and issue, or transfer, the number of Plan Shares for which the Participant is entitled to subscribe for or acquire through the exercise of the Performance Rights; and
- (c) the Company will issue a substitute Certificate for any remaining Performance Rights.

8. EXERCISE OF OPTIONS

8.1 Exercise Period for Options

The Exercise Period for Options will commence when the Options have vested and any exercise conditions have been satisfied, waived by the Board, or are deemed to have been satisfied under these Rules, and will end on the Expiry Date, subject to these Rules.

8.2 Vesting Notification

Options are deemed to have vested if and when any Vesting Conditions, Performance Hurdles and/or Exercise Conditions applicable to a Participant's Options have been satisfied, have been waived by the Board, or are deemed to have been satisfied under these Rules, and where the Company has issued a Vesting Notification to the Participant informing them that some or all their Options have vested and are exercisable.

8.3 Method of exercise of Options

At the sole and absolute discretion of the Board, following the issuing of a Vesting Notification to a Participant, a vested Option must be exercised by the Participant within the Exercise Period, and by delivery to the registered office of the Company or such other address as determined by the Board of:

- (a) a signed Notice of Exercise;
- (b) a cheque or cash or such other form of payment determined by the Board in its sole and absolute discretion as satisfactory for the amount of the Exercise Price; and
- (c) the Certificate, or documentary evidence satisfactory to the Board that the Certificate was lost or destroyed.

8.4 Minimum exercise of Options

Options must be exercised in multiples of 1,000 unless fewer than 1,000 Options are held by a Participant, or the Board otherwise agrees.

8.5 No issue unless cleared funds

Where a cheque is presented as payment of the Exercise Price on the exercise of Options, the Company will not, unless determined otherwise by the Board, allot and issue, or transfer, Plan Shares until after any cheque delivered in payment of the Exercise Price has been cleared by the banking system.

8.6 Actions on exercise of Options

On completion of the exercise of Options:

- (a) the Options will automatically lapse;
- (b) the Company will, within ten (10) Business Days, allot and issue, or transfer, the number of Plan Shares for which the Participant is entitled to subscribe for or acquire through the exercise of the Options; and
- (c) the Company will issue a substitute Certificate for any remaining Options.

9. LEAVERS

9.1 Good Leaver

Where a Participant who holds Awards becomes a Good Leaver, unless the Board in its sole and absolute discretion determines otherwise:

- (a) unvested Awards will lapse in accordance with clause 12; and
- (b) vested Options that have not been exercised will continue in force and remain exercisable, subject to the satisfaction of any applicable Exercise Conditions, for a period of 3 months from the date of termination of the employment of the Good Leaver.

9.2 Bad Leaver

Where a Participant who holds Awards becomes a Bad Leaver:

- (a) unvested Awards will lapse in accordance with clause 12; and
- (b) subject to the discretion of the Board, vested Options that have not been exercised will lapse on the date of the cessation of employment, engagement or office of such Participant in accordance with clause 12.2.

10. BREACH, FRAUD OR DISHONESTY

Where, in the reasonable opinion of the Board, a Participant:

- (a) acts fraudulently or dishonestly; or

- (b) is in material breach of his or her duties or obligations to any Group Company,

then the Board may in its sole and absolute discretion determine that all unvested Awards and vested Options of the Participant will lapse.

11. AWARDS MAY BE CANCELLED IF PARTICIPANT CONSENTS

Notwithstanding any other provisions of these Rules, and subject to the Listing Rules, if a Participant and the Board agree in writing that some or all of the unvested Awards or vested Options granted to that Participant may be cancelled on a specified date or on the occurrence of a particular event, then the Board may cancel those Awards on the relevant date or on the occurrence of the particular event (as the case may be).

12. LAPSE OF AWARDS

12.1 Lapsing events

Subject to clause 16(b), unless the Board determines otherwise in its sole and absolute discretion, unvested Awards will lapse on the earlier of:

- (a) the cessation of employment, engagement or office of a Participant;
- (b) the day the Board makes a determination that the Awards lapse in accordance with clause 10 applies;
- (c) if any applicable Vesting Conditions and/or Performance Hurdles are not achieved by the relevant time;
- (d) if the Board determines in its sole and absolute discretion that any applicable Vesting Conditions, Performance Hurdles and/or Exercise Conditions have not been met and cannot be met prior to the Expiry Date; or
- (e) the Expiry Date.

Notwithstanding the foregoing, if the Term of an Option held by any Participant would otherwise expire during, or within 10 Business Days of the expiration of a Blackout Period applicable to such Participant, then the term of such Option shall be extended to the close of business on the 10th Business Day following the expiration of the Blackout Period.

12.2 What happens on lapsing

Where a Participant's Awards have lapsed under clause 12.1, the Company will:

- (a) notify the Participant that the Awards held by them have lapsed;
- (b) arrange for the Participant or the Participant's agent or attorney to sign any transfer documents required to transfer or otherwise deal with the Awards; and
- (c) not be liable for any damages or other amounts to the Participant in respect of the Awards.

13. LISTING

13.1 Awards

Unless determined otherwise by the Board in its sole and absolute discretion, Awards granted under the Plan will not be quoted on any stock exchange.

13.2 Plan Shares

While the Company remains listed on the ASX, the Company will:

- (a) apply for the official quotation of Plan Shares on the ASX within (10) Business Days of the Plan Shares being allotted to a Participant; and
- (b) issue, where required to enable Plan Shares to be freely tradeable on the ASX from the date of issue, a cleansing statement under Section 708A(5) of the Corporations Act at the time Plan Shares are issued. Where a cleansing statement is required, but cannot be issued, the Company will have a prospectus available in relation to the Plan Shares which complies with the requirements of the Corporations Act.

14. RIGHTS ATTACHING TO PLAN SHARES

14.1 Shares to rank equally

Any Plan Shares allotted and issued, or transferred, by the Company to a Participant will rank equally with all existing Shares on and from the date of issue or transfer.

14.2 Dividends

A Participant will have a vested and indefeasible entitlement to any dividends declared and distributed by the Company on the Plan Shares which, at the books closing date for determining entitlement to those dividends, are standing to the account of the Participant.

14.3 Dividend reinvestment

The Participant may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares held by the Participant and such participation must be in respect of all Plan Shares held by the Participant. Shares issued under any dividend reinvestment plan operated by the Company will be subject to the same terms and conditions as the Plan Shares held by the Participant.

14.4 Voting rights

A Participant may exercise any voting rights attaching to Plan Shares registered in the Participant's name.

15. DISPOSAL RESTRICTIONS ON PLAN SHARES**15.1 Board determines**

The Board may, in its sole and absolute discretion, determine prior to an Invitation being made, whether there will be any restrictions on the disposal of, the granting (or purporting to grant) of any Security Interest in or over, or otherwise on dealing with (or purporting to dispose or deal with), Plan Shares held by any Participants.

15.2 No transfer

Subject to clause 15.1, Plan Shares, or any beneficial or legal interest in Plan Shares, may not be transferred, encumbered or otherwise disposed of, or have a Security Interest granted over them, by a Participant unless:

- (a) all restrictions on the transfer, encumbrance or disposal of the Plan Shares as stated in the Invitation (if any) have been met or the Board has waived any such restrictions;
- (b) the prior consent of the Board is obtained which consent may impose such reasonable terms and conditions on such transfer, encumbrance or disposal as the Board sees fit; or
- (c) by force of law upon death to the Participant's legal personal representative or upon bankruptcy to the Participant's trustee in bankruptcy.

15.3 Company actions

The Company may do such things and enter into such arrangements with the Company's share registry or otherwise as it considers necessary to enforce the transfer restrictions set out in clause 15.2. Participants will be bound by any action by the Company under this clause 15.3.

15.4 Overriding restrictions on dealing with Plan Shares

Plan Shares must not be dealt with under this Plan if to do so would contravene Applicable Laws.

15.5 Plan Shares entitlements

For the avoidance of doubt, the imposition of a restriction on the Plan Shares held by a Participant pursuant to clause 15.1 will not affect the Participant's entitlement to receive a notice of, or to vote or attend at, a meeting of the members of the Company or Shareholders, and to receive any dividends declared by the Company during the relevant restriction period.

15.6 Company's Share Trading Policy

At all times Participants must comply with any Share Trading Policy.

16. CHANGE OF CONTROL EVENT

- (a) On the occurrence of a Change of Control Event:

- (i) unvested Options will vest and become exercisable in accordance with clause 16(b); and
- (ii) all unvested Performance Rights will vest and become exercisable provided that where an unvested Performance Right has a Vesting Condition based on a Share price hurdle, that Performance Right will only vest where the consideration per Share for the Change in Control Event is at least equivalent to the Share price hurdle,

with such vesting deemed to have taken place immediately prior to the effective date of the Change of Control Event, regardless of whether or not the employment, engagement or office of the Participant is terminated or ceases in connection with the Change of Control Event.

- (b) The Company shall give written notice of any Change of Control Event to each Participant. Upon the giving of any such notice:
 - (i) all Performance Rights that automatically vest under clause 16(a)(ii) shall be automatically exercised in full upon issuing of such notice in accordance with their terms (except with respect to the original Vesting Conditions, any Exercise Conditions and the number of Performance Rights vesting and as otherwise modified in such written notice). All unvested Performance Rights that do not automatically vest under clause 16(a)(ii) will immediately lapse, expire and cease to have any further force or effect, subject to the completion of the relevant Change of Control Event; and
 - (ii) a Participant shall be entitled to exercise all or a portion of those Options granted to such Participant which are then vested and exercisable in accordance with their terms, as well as any unvested Options which shall become vested and exercisable in connection with the completion of such Change of Control Event..

17. CAPITAL EVENTS

17.1 Variation of capital

If there are variations to the share capital of the Company including a variation or rights issue, sub-division, consolidation, reduction, return or cancellation of share capital, a demerger (in whatever form) or other distribution in specie, the Board shall:

- (a) adjust the number of Options to which a Participant is entitled, and/or the Exercise Price (if any) of the Options in accordance with the Listing Rules and in a manner consistent with the Corporations Act; and
- (b) adjust the number of Performance Rights to which a Participant is entitled in accordance with the Listing Rules and in a manner consistent with the Corporations Act.

17.2 Notice of variation

As soon as reasonably practicable after making any adjustment under clause 17.1, the Board will give notice in writing of the adjustment to any Participant affected by it.

18. BUY-BACK

Subject to compliance with applicable securities laws, the Company may Buy-Back Awards for an amount agreed in writing with the Participant at any time. In the event such an agreement is reached, a Participant will do all acts, matters and things which are necessary or desirable to give effect to any Buy-Back of his or her Awards or Plan Shares.

19. CONTRAVENTION OF APPLICABLE LAWS

- (a) No act will be done or determination made in accordance with these Rules where to do so would be a breach of any Applicable Laws, and where any such act is done or determination made it will be considered void and to the extent possible be unwound and of no effect in respect of unexercised Awards or Plan Shares.
- (b) Notwithstanding any of the provisions contained in this Plan or in any Invitation Letter, the Company's obligation to issue or procure Plan Shares upon the exercise of an Award shall be subject to the following:
 - (i) completion of such registration or other qualification of such Shares and the receipt of any approvals of governmental authority or stock exchange as the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;
 - (ii) the admission of such Shares to listing on any stock exchange(s) or over-the-counter market on which the Shares may then be listed or quoted; and
 - (iii) the receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Company or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any applicable jurisdiction.
- (c) In connection with clause 19(b), the Company shall, to the extent necessary, take all steps determined by the Board, in its discretion, to be reasonable to obtain such approvals, registrations and qualifications as may be necessary for the issuance or procurement of such Shares in compliance with applicable securities laws and for the listing or quotation of such Shares on any stock exchange(s) on which the Shares are then listed or quoted.

20. ADMINISTRATION OF THE PLAN

20.1 Administration by Board

The Plan will be administered by the Board.

20.2 Regulations

The Board may make such regulations for the operation of the Plan as it considers necessary, provided such regulations are consistent with these Rules.

20.3 Delegation

- (a) The Board may delegate any of its powers or discretions conferred on it by these Rules to a committee of the Board or to any one or more persons selected by it, including but not limited to the company secretary.
- (b) Any delegation will be for such period and upon such terms and conditions as determined by the Board from time to time.

20.4 Board may engage specialist service providers

The Board may at any time appoint or engage specialist service providers for the operation and administration of the Plan.

20.5 Decisions final

Every exercise of a discretion by the Board (or its delegates) and any decision by the Board (or its delegates) regarding the interpretation, effect or application of these Rules will be final, conclusive and binding.

20.6 Attorney and agent

- (a) Each Participant hereby authorises and appoints the company secretary holding office at the relevant time (or their delegate) as their agent or attorney with power to do all things necessary in the name of and on behalf of the Participant to give effect to these Rules, including and without limitation, signing Award or Plan Share transfers, and signing all documents and doing all acts necessary to effect a Buy-Back, and accounting for the proceeds of the sale of forfeited shares, but expressly excluding the power to exercise Awards granted to the Participant under the Plan.
- (b) Each Participant agrees to indemnify and hold harmless any person acting as their agent or attorney in accordance with these Rules in respect of all costs, damages or losses of whatever nature arising from so acting.

20.7 Notice

- (a) Address for service
 - (i) Any notice required to be given to the Participants under the Plan or the terms of the Awards granted will be sent to the address of the Participant as entered in the register unless delivered in person.
 - (ii) Any notice required to be given to the Company under the Plan or the terms of the Awards granted will be sent to the registered office of the Company or such other address as is notified to Participants from time to time.

- (b) Delivery of notices
- (i) Any notice to be given to Participants may be delivered by hand to the Participant or by any other means specified in the Constitution for delivery of notices to members.
 - (ii) Any notice to be given to the Company may be delivered by hand or by prepaid post. Notices may also be given to the Company by means of facsimile, e-mail or other mode of electronic delivery to such address as is notified by the Company to the Participant.
 - (iii) Notices delivered to Participants in accordance with the Constitution will be taken to be delivered in accordance with the Constitution. Notices delivered to the Company by pre-paid post will be taken to be delivered if properly addressed and stamped, 48 hours after mailing in Australia and 7 days after mailing outside Australia. Notices delivered by facsimile, e-mail or other mode of electronic delivery will be taken to be delivered on receipt of a successful transmission notice, return receipt or such other confirmation by which the sender can reasonably verify delivery.

21. AMENDMENT

21.1 Amendment of Plan

- (a) Subject to clauses 21.1(b) and 21.1(c), the Listing Rules and the Constitution, the Board may at any time amend these Rules or the terms upon which any Awards have been granted under the Plan. Without limiting the scope of the foregoing, the Board may make the following amendments to the Plan without shareholder approval:
- (i) amendments of the type described in clause 21.1(b)(i);
 - (ii) amendments of a "housekeeping" nature, which include amendments relating to the administration of the Plan or to eliminate any ambiguity or correct or supplement any provision herein which may be incorrect or incompatible with any other provision hereof;
 - (iii) changing the vesting and exercise provisions of the Plan or any Award in a manner which does not entail an extension beyond the originally scheduled expiry date for any applicable Award, including to provide for accelerated vesting and early exercise of any Awards deemed necessary or advisable in the Board's discretion;
 - (iv) changing the termination provisions of the Plan or any Award which, in the case of an Award, does not entail an extension beyond an Award's originally scheduled expiry date for that Award;

- (v) adding a cashless exercise feature, payable in cash or securities, which provides for a full deduction of the number of underlying Shares from the Plan reserve;
 - (vi) changing the provisions on transferability of Awards for normal estate settlement purposes;
 - (vii) changing the process by which a Participant who wishes to exercise his or her Award can do so, including the required form of payment for the Shares being purchased, the form of exercise notice and the place where such payments and notices must be delivered; and
 - (viii) adding a conditional exercise feature which would give Participants the ability to conditionally exercise in certain circumstances determined by the Board in its discretion, at any time up to a date determined by the Board in its discretion, all or a portion of those Awards granted to such Participants which are then vested and exercisable in accordance with their terms, as well as any unvested Awards which the Board has determined shall be immediately vested and exercisable in such circumstances.
- (b) No amendment to these Rules or to the terms of any Awards granted under the Plan may be made if the amendment reduces the rights of any Participant in respect of Awards granted to them prior to the date of the amendment, other than:
- (i) an amendment introduced primarily:
 - (A) for the purposes of complying with or conforming to present or future legislation governing or regulating the Plan or like plans;
 - (B) to correct any manifest error or mistake;
 - (C) for the purpose of complying with Applicable Laws; and
 - (D) to take into consideration possible adverse taxation implications in respect of the Plan or the Awards granted, including as a result of changes to applicable taxation legislation or the interpretation of that legislation by any taxation authority or a court of competent jurisdiction or any rulings from taxation authorities administering such legislation; or
 - (ii) an amendment agreed to in writing by the Participant(s).
- (c) Notwithstanding anything contained herein to the contrary, no amendment to the Plan requiring the approval of the shareholders of the Company under any applicable securities laws or requirements shall become effective until such approval is obtained. Without limitation of the foregoing, the approval of a majority of the shareholders of the Company present in person or by proxy and entitled to vote at a meeting

of shareholders shall be required for the following matters, to the extent required by applicable securities laws and regulatory requirements:

- (i) any amendment to the provisions of this clause 21.1;
- (ii) any amendment to increase the Plan Limit (other than pursuant to clause 17.1); and
- (iii) any reduction in the Exercise Price of an outstanding Option (including a cancellation and re-grant of an Option, constituting a reduction of the Exercise Price of an Option) or extension of the period during which an Option may be exercised,

in each case, unless the change results from the application of clause 17.

- (d) Subject to the Listing Rules and, if applicable, any shareholder approval, the Board may determine that any amendment to these Rules or the terms of Awards granted under the Plan be given retrospective effect.
- (e) Amendment of these Rules or the terms upon which Awards are granted under the Plan by the Board will be of immediate effect unless otherwise determined by the Board.
- (f) As soon as reasonably practicable after making any amendment to these Rules or the terms of Awards granted under the Plan, the Board will give notice of the amendment to any Participant affected by the amendment. Failure by the Board to notify a Participant of any amendment will not invalidate the amendment as it applies to that Participant.

21.2 Amendment by addendum

Subject to any other provision of these Rules, the Board may from time to time amend the terms of this Plan as they will apply in particular jurisdictions or circumstances by means of an addendum to these Rules.

22. RIGHTS OF PARTICIPANTS

Nothing in these Rules, participation in the Plan or the terms of any Award:

- (a) confers upon an Eligible Employee a right to a grant or offer of a grant of Awards;
- (b) confers on an Eligible Employee or a Participant the right to continue as an employee or officer of any Group Company (as the case may be) or participate in the Plan;
- (c) affects the rights of any Group Company to terminate the employment, engagement or office of an Eligible Employee or a Participant (as the case may be);

- (d) affects the rights and obligations of any Eligible Employee or Participant under the terms of their employment, engagement or office with any Group Company;
- (e) confers any legal or equitable right on an Eligible Employee or a Participant whatsoever to take action against any Group Company in respect of their employment, engagement or office;
- (f) confers on an Eligible Employee or a Participant any rights to compensation or damages in consequence of the termination of their employment, engagement or office by any Group Company for any reason whatsoever including ceasing to have rights under the Plan as a result of such termination; or
- (g) confers any responsibility or liability on any Group Company or its directors, officers, employees, representatives or agents in respect of any taxation liabilities of the Eligible Employee or Participant.

23. ASIC RELIEF

Notwithstanding any other provisions of the Plan, every covenant or other provisions set out in an exemption or modification granted from time to time by ASIC in respect of the Plan or which applies to the Plan pursuant to its power to exempt and modify the Corporations Act and required to be included in the Plan in order for that exemption or modification to have full effect, is deemed to be contained in the Plan. To the extent that any covenant or other provision deemed by this clause 23 to be contained in the Plan is inconsistent with any other provision in the Plan, the deemed covenant or other provision will prevail.

24. NON-EXCLUSIVITY

24.1 Non-exclusivity

This Plan will not be deemed to be the exclusive method of providing incentive compensation to Eligible Employees, nor will it preclude any Group Company from authorising or approving other forms of incentive compensation for employees or consultants of any Group Company.

24.2 Relationship to other equity plans

Participation in this Plan will not affect or be affected by any participation in any other employee equity plan operated by any Group Company, except as specifically provided in the terms of that other plan.

25. GENERAL

25.1 Costs and Expenses

The Company will pay all expenses, costs and charges in relation to the establishment, implementation and administration of the Plan, including all costs incurred in or associated with the issue or purchase of Shares (except for the exercise price (if any) for Options) for the purposes of the Plan.

25.2 Data protection

By providing a written confirmation in accordance with clause 5.3, each Participant consents to the holding and processing of personal data provided by the Participant to any Group Company for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (a) administering and maintaining Participants' records;
- (b) providing information to trustees of any employee benefit trust, registrars, brokers or third party administrators of the Plan;
- (c) providing information to future purchasers of the Company or the business in which the Participant works; and
- (d) transferring information about the Participant to a country or territory outside Australia.

25.3 Error in Allocation

If any Award is provided under this Plan in error or by mistake to a person (**Mistaken Recipient**) who is not the intended recipient, the Mistaken Recipient shall have no right or interest, and shall be taken never to have had any right or interest, in that Award and any such Awards will immediately lapse.

25.4 Dispute

Any disputes or differences of any nature arising under the Plan will be referred to the Board for determination.

25.5 No fiduciary capacity

The Board may exercise any power or discretion conferred on it by these Rules in the interest or for the benefit of the Company, and in so doing the Board is not required to act in the interests of another person or as requested by another person and will not be under any fiduciary obligation to another person.

25.6 Listing Rules

While the Company remains admitted to the ASX, the provisions of the Listing Rules of the ASX will apply to the Plan, and to the extent that the Plan and the Listing Rules are inconsistent, the provisions of the Listing Rules will prevail.

25.7 Enforcement

These Rules, any determination of the Board made pursuant to the Rules, and the terms of any Awards granted under the Plan, will be deemed to form a contract between the Company and the Participant.

25.8 Governing law

This Plan and any Awards granted under it will be governed by, and must be construed according to, the laws of the State of Western Australia and the Commonwealth of Australia.

PROXY FORM

**APPOINTMENT OF PROXY
ELIXIR PETROLEUM LIMITED
ACN 108 230 995**

ANNUAL GENERAL MEETING

I/We

of

appoint

being a Shareholder entitled to attend and vote at the Meeting, hereby

Name of proxy

OR

☐

the Chair as my/our proxy

or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit, at the Meeting to be held at 11.00am on 12 November 2013 at The Terrace Hotel, 237 St Georges Terrace, Perth, Western Australia and at any adjournment thereof.

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote

Voting on business of the Meeting	FOR	AGAINST	ABSTAIN
Resolution 1 – Adoption of Remuneration Report	☐	☐	☐
Resolution 2 – Re-Election of Director – Alan Watson	☐	☐	☐
Resolution 3 – Re-Election of Director – Samuel Willis	☐	☐	☐
Resolution 4 – Approval of 10% Placement Capacity – Equity Securities	☐	☐	☐
Resolution 5 – Approval of Elixir Petroleum Limited Executive Incentive Plan	☐	☐	☐

Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

Important for Resolution 1

If you have not directed your proxy on how to vote as your proxy in respect of Resolution 1 and the Chair is, or may by default be, appointed as your proxy, you must mark the box below.

☐

I/we direct the Chair to vote in accordance with his/her voting intentions (as set out above) on Resolution 1 (except where I/we have indicated a different voting intention above) and expressly authorise that the Chair may exercise my/our proxy even though Resolution 1 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

If the Chair is, or may by default be, appointed your proxy and you do not mark this box and you have not directed the Chair how to vote, the Chair will not cast your votes on Resolution 1 and your votes will not be counted in calculating the required majority if a poll is called on Resolution 1.

If two proxies are being appointed, the proportion of voting rights this proxy represents is _____ %

Signature of Shareholder(s):

Date: _____

Individual or Shareholder 1

Shareholder 2

Shareholder 3

Sole Director/Company Secretary

Director

Director/Company Secretary

Contact Name: _____ **Contact Ph (daytime):** _____

Instructions for Completing 'Appointment of Proxy' Form

1. **(Appointing a proxy):** A Shareholder entitled to attend and cast a vote at the Meeting is entitled to appoint a proxy to attend and vote on their behalf at the Meeting. If a Shareholder is entitled to cast 2 or more votes at the Meeting, the Shareholder may appoint a second proxy to attend and vote on their behalf at the Meeting. However, where both proxies attend the Meeting, voting may only be exercised on a poll. The appointment of a second proxy must be done on a separate copy of the Proxy Form. A Shareholder who appoints 2 proxies may specify the proportion or number of votes each proxy is appointed to exercise. If a Shareholder appoints 2 proxies and the appointments do not specify the proportion or number of the Shareholder's votes each proxy is appointed to exercise, each proxy may exercise one-half of the votes. Any fractions of votes resulting from the application of these principles will be disregarded. A duly appointed proxy need not be a Shareholder.
2. **(Direction to vote):** A Shareholder may direct a proxy how to vote by marking one of the boxes opposite each item of business. The direction may specify the proportion or number of votes that the proxy may exercise by writing the percentage or number of Shares next to the box marked for the relevant item of business. Where a box is not marked the proxy may vote as they choose subject to the relevant laws. Where more than one box is marked on an item the vote will be invalid on that item.
3. **(Signing instructions):**
 - **(Individual):** Where the holding is in one name, the Shareholder must sign.
 - **(Joint holding):** Where the holding is in more than one name, all of the Shareholders should sign.
 - **(Power of attorney):** If you have not already provided the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Form when you return it.
 - **(Companies):** Where the company has a sole director who is also the sole company secretary, that person must sign. Where the company (pursuant to Section 204A of the Corporations Act) does not have a company secretary, a sole director can also sign alone. Otherwise, a director jointly with either another director or a company secretary must sign. Please sign in the appropriate place to indicate the office held. In addition, if a representative of a company is appointed pursuant to Section 250D of the Corporations Act to attend the Meeting, the documentation evidencing such appointment should be produced prior to admission to the Meeting. A form of a certificate evidencing the appointment may be obtained from the Company.
4. **(Attending the Meeting):** Completion of a Proxy Form will not prevent individual Shareholders from attending the Meeting in person if they wish. Where a Shareholder completes and lodges a valid Proxy Form and attends the Meeting in person, then the proxy's authority to speak and vote for that Shareholder is suspended while the Shareholder is present at the Meeting.
5. **(Return of Proxy Form):** To vote by proxy, please complete and sign the enclosed Proxy Form and return by:
 - (a) post to Elixir Petroleum Limited, PO Box Z5187, Perth WA 6831; or
 - (b) facsimile to the Company on facsimile number +61 8 (08) 9226 2099.

so that it is received not less than 48 hours prior to commencement of the Meeting.

Proxy Forms received later than this time will be invalid.