
AUSTRALIAN-AMERICAN MINING CORPORATION LIMITED
ACN 073 155 781

NOTICE OF ANNUAL GENERAL MEETING

TIME: 10am (WST)
DATE: 30 November 2012
PLACE: Level 4, 105 St Georges Terrace
Perth, WA, 6000

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, Mr Jim Malone on +61 8 9481 0799

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TIME AND PLACE OF MEETING AND HOW TO VOTE

1.1 VENUE

The Annual General Meeting of the Shareholders to which this Notice of Meeting relates will be held at 10am (WST) on 30 November 2012 at:

Level 4, 105 St Georges Terrace
Perth WA 6000

1.2 YOUR VOTE IS IMPORTANT

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

1.3 VOTING IN PERSON

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

1.4 VOTING BY PROXY

To vote by proxy, please complete and sign the enclosed Proxy Form and return:

- (a) by post to PO Box 1788, West Perth, WA 6872; or
- (b) by facsimile to +61 08 9481 1927.

so that it is received not later than 11am (WST) on 28 November 2012.

Proxy Forms received later than this time will be invalid.

NOTICE OF ANNUAL GENERAL MEETING

Notice is given that the Annual General Meeting of Shareholders will be held at 10am (WST) on 30 November 2012 at Level 4, 105 St Georges Terrace, Perth, Western Australia.

The Explanatory Statement to this Notice of Meeting provides additional information on matters to be considered at the Annual General Meeting. The Explanatory Statement and the Proxy Form are part of this Notice of Meeting.

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Annual General Meeting are those who are registered Shareholders of the Company at 5pm (WST) on 28th November 2012.

Terms and abbreviations used in this Notice of Meeting and Explanatory Statement are defined in the Glossary.

AGENDA

ORDINARY BUSINESS

Reports and Accounts

To receive and consider the financial statements of the Company for the period ended 30 June 2012 together with the declaration of the Directors, the Directors' report, the remuneration report and the auditor's report.

1. RESOLUTION 1 – 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 purposes of Section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of remuneration report as contained in the Company's annual financial report for the financial year ended 30 June 2012."

Voting Prohibition Statement:

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

- (a) A member of the key management personnel, details of whose remuneration are included in the Remuneration Report; or
- (b) A Closely Related Party of such a member.

However a person described above may vote on this resolution if:

- (c) The person does so as a proxy appointed by writing that specifies how the proxy is to vote on this resolution; and
- (d) The vote is not cast on behalf of a person described in sub-paragraphs (a) or (b) above.

2. RESOLUTION 2 – RE-ELECTION OF A DIRECTOR – MR JIM MALONE

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

"That, Mr Jim Malone, being a Director of the Company who retires in accordance with clause 6.3(a) of the Constitution and being eligible for re-election, is re-elected as a Director of the Company."

3. RESOLUTION 3 – RE-ELECTION OF A DIRECTOR – MR DON FALCONER

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

"That, Mr Don Falconer, being a Director of the Company who retires in accordance with clause 6.3(a) of the Constitution and being eligible for re-election, is re-elected as a Director of the Company."

4. RESOLUTION 4 – RE-ELECTION OF A DIRECTOR – MR RICHARD HOLMES

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

"That, Mr Richard Holmes, being a Director of the Company who retires in accordance with clause 6.3(a) of the Constitution and being eligible for re-election, is re-elected as a Director of the Company."

5. RESOLUTION 5 – RE-ELECTION OF A DIRECTOR – MR MARK C EGLINSKI

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

"That, Mr Mark Ceglinski, being a Director of the Company who retires in accordance with clause 6.3(a) of the Constitution and being eligible for re-election, is re-elected as a Director of the Company."

6. RESOLUTION 6 - APPROVAL OF 10% PLACEMENT FACILITY

To consider and, if thought fit, pass the following as a **special resolution**:

"That, for the purposes of ASX Listing Rule 7.1A and for all other purposes, approval is given for the issue of Equity Securities up to 10% of the issued capital of the Company (at the time of the 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 a person who may participate in the proposed issue and any person who might obtain a benefit (except a benefit solely in the capacity of a holder of ordinary shares) or any of their associates. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the direction on the proxy form, or it is cast by the person chairing the Meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides

7. RESOLUTION 7 – RENEWAL OF EMPLOYEE SHARE OPTION PLAN (ESOP)

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

"That, for the purposes of ASX Listing Rule 7.2 (Exception 9) and for all other purposes, shareholders approve the renewal of the Company's employee share option plan in the terms of the instrument styled "Employee Share Option Plan" a copy of which appears in Schedule 1 of the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any of the directors of the Company (except one who is ineligible to participate in any employee incentive scheme in relation to the Company), or who may obtain a benefit if the Resolution is passed (except a benefit solely in the capacity of a holder of ordinary securities), and any associate of such person. However, the Company need not disregard a vote if cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form or 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.

8. RESOLUTION 8 – RENEWAL OF PERFORMANCE RIGHTS 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 ASX Listing Rule 7.2 (Exception 9) and for all other purposes, shareholders approve the renewal of the Company's executive, officer and employee performance rights plan on the terms and conditions summarised in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any of the directors of the Company (except one who is ineligible to participate in any employee incentive scheme in relation to the Company), or who may obtain a benefit if the Resolution is passed (except a benefit solely in the capacity of a holder of ordinary securities), and any associate of such person. However, the Company need not disregard a vote if cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form or 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.

9. RESOLUTION 9 – RATIFICATION OF ISSUE OF OPTIONS TO PENINSULA INVESTMENTS (WA) PTY LTD

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

"That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, the issue and allotment of 3,000,000 options exercisable at \$AU0.09 each on or before 1 March 2015 to Peninsula Investments (WA) Pty Ltd on 15 October 2012 be ratified."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by a person who has participated in the issue and any associates of those persons. However, the Company need not disregard a vote if cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form or 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.

10. RESOLUTION 10 – RATIFICATION OF ISSUE OF OPTIONS TO DJ CARMICHAEL PTY LTD

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

"That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, the issue and allotment of 1,000,000 options exercisable at \$AU0.09 each on or before 1 March 2015 to DJ Carmichael Pty Ltd on 15 October 2012 be

ratified."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by a person who has participated in the issue and any associates of those persons. However, the Company need not disregard a vote if cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form or 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.

11. RESOLUTION 11 – RATIFICATION OF ISSUE OF OPTIONS TO CONSULTANTS

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

"That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, the issue and allotment of 3,250,000 options exercisable at \$AU0.09 each on or before 1 March 2015 to various consultants of the Company as set out in the Explanatory Statement be ratified."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by a person who has participated in the issue and any associates of those persons. However, the Company need not disregard a vote if cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form or 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.

12. RESOLUTION 12 – RATIFICATION OF ISSUE OF SECURITIES TO MR DAVE ROGERS

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

"That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, the issue and allotment to Mr Dave Rogers of a total of 1,000,000 ordinary shares be ratified."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by a person who has participated in the issue and any associates of those persons. However, the Company need not disregard a vote if cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form or 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.

13. RESOLUTION 13 – APPROVAL OF ISSUE OF PERFORMANCE RIGHTS TO MR JIM MALONE

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

"That, for the purposes of ASX Listing Rule 10.14 and for all other purposes, approval is given for the Company to grant 10,000,000 Performance Rights, each to acquire 1 ordinary fully paid share in the Company, to Mr Jim Malone, subject to the Performance Hurdles and on the terms set out in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by Mr. Malone or any of his associates or any Director of the Company (except one that is ineligible to participate in the Performance Rights Plan or any plan in relation to the Company) and any of their associates. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the direction on the proxy form, or it is cast by the person chairing the Meeting as a proxy for a person who is

entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

14. RESOLUTION 14 – APPROVAL OF ISSUE OF PERFORMANCE RIGHTS TO MR DON FALCONER

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

"That, for the purposes of ASX Listing Rule 10.14 and for all other purposes, approval is given for the Company to grant 4,000,000 Performance Rights, each to acquire 1 ordinary fully paid share in the Company, to Mr Don Falconer, subject to the Performance Hurdles and on the terms set out in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by Mr. Falconer or any of his associates or any Director of the Company (except one that is ineligible to participate in the Performance Rights Plan or any plan in relation to the Company) and any of their associates. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the direction on the proxy form, or it is cast by the person chairing the Meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

OTHER BUSINESS

To transact any other business that may be legally brought forward.

**DATED: 22 OCTOBER 2012
BY ORDER OF THE BOARD**

**JIM MALONE
AUSTRALIAN-AMERICAN MINING CORPORATION LIMITED
COMPANY SECRETARY**

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared for the information of the Shareholders in connection with the business to be conducted at the General Meeting to be held at 10am (WST) on 30 November at Level 4, 105 St Georges Terrace, Perth, Western Australia.

The purpose of this Explanatory Statement is to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions in the Notice of Meeting.

1. RESOLUTION 1 – REMUNERATION REPORT

The Remuneration Report is set out in the Director's Report in the Company's 2012 Annual Report. It is also available on the Company's website at www.ausamerican.com

The Remuneration Report sets out the Company's remuneration arrangements for the Directors and senior management of the Company.

Section 250R(2) of the Corporations Act requires that a resolution to adopt the Remuneration Report be put to the vote of the Company at the Annual General Meeting. However, Shareholders should note that the vote on Resolution 1 is advisory only and is not binding on the Company or its Directors.

A reasonable opportunity will be provided for discussion of the Remuneration Report at the Annual General Meeting.

Any undirected proxies held by the Chairman of the Meeting, other Directors or other Key Management Personnel or their closely related parties for the purposes of Resolution 1 will not be voted on Resolution 1.

The Company encourages all Shareholders to cast their vote in relation to Resolution 1 and if Shareholders chose to appoint a proxy, Shareholders are encouraged to direct their proxy how to vote on Resolution 1 by marking either "For", "Against" or "Abstain" on the Proxy Form, or where the Chairman is appointed as proxy, by marking the applicable box in the Proxy Form directing the Chairman to vote in accordance with the Chairman's voting intentions.

2. RESOLUTION 2 – RE-ELECTION OF DIRECTOR MR JIM MALONE

Pursuant to Article 6.2(a) of the Constitution of the Company, at each annual general meeting (**AGM**) of the Company, all of the Directors shall retire from office. Pursuant to Article 6.3(b), a retiring Director is eligible for re-election.

Pursuant to Resolution 2, Mr Jim Malone retires in accordance with the Constitution and being eligible for re-election, offers himself for re-election at the Meeting.

The Directors, other than Mr Malone whose election is the subject of Resolution 2, recommend that Shareholders vote in favour of Resolution 2.

3. RESOLUTION 3 – RE-ELECTION OF DIRECTOR MR DON FALCONER

Pursuant to Article 6.2(a) of the Constitution of the Company, at each AGM of the Company, all of the Directors shall retire from office. Pursuant to Article 6.3(b), a retiring Director is eligible for re-election.

Pursuant to Resolution 3, Mr Don Falconer retires in accordance with the Constitution and being eligible for re-election, offers himself for re-election at the Meeting.

The Directors, other than Mr Falconer whose election is the subject of Resolution 3, recommend that Shareholders vote in favour of Resolution 3.

4. RESOLUTION 4 – RE-ELECTION OF DIRECTOR MR RICHARD HOLMES

Pursuant to Article 6.2(a) of the Constitution of the Company, at each AGM of the Company, all of the Directors shall retire from office. Pursuant to Article 6.3(b), a retiring director is eligible for re-election.

Pursuant to Resolution 4, Mr Richard Holmes retires in accordance with the Constitution and being eligible for re-election, offers himself for re-election at the Meeting.

The Directors, other than Mr Holmes whose election is the subject of Resolution 4, recommend that Shareholders vote in favour of Resolution 4.

5. RESOLUTION 5 – RE-ELECTION OF DIRECTOR MR MARK C EGLINSKI

Pursuant to Article 6.2(a) of the Constitution of the Company, at each AGM of the Company, all of the Directors shall retire from office. Pursuant to Article 6.3(b), a retiring director is eligible for re-election.

Pursuant to Resolution 5, Mr Mark Ceglinski retires in accordance with the Constitution and being eligible for re-election, offers himself for re-election at the Meeting.

The Directors, other than Mr Ceglinski whose election is the subject of Resolution 5, recommend that Shareholders vote in favour of Resolution 5.

6. RESOLUTION 6 - APPROVAL OF 10% PLACEMENT FACILITY

6.1 Introduction

ASX Listing Rule 7.1A came into effect on 1 August 2012 and enables an eligible entity to issue Equity Securities up to 10% of its issued share capital through placements over a 12 month period after the eligible entity's AGM (**10% Placement Facility**). The 10% Placement Facility is in addition to the entity's 15% placement capacity under Listing Rule 7.1.

An eligible entity for the purposes of ASX Listing Rule 7.1A is an entity that is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300 million or less. The Company is an eligible entity for the purposes of Listing Rule 7.1A.

The effect of Resolution 6 will be to allow the Directors to issue the Equity Securities under Listing Rule 7.1A during the period up to 12 months after the Meeting without subsequent Shareholder approval and without using the Company's 15% placement capacity under Listing Rule 7.1.

Resolution 6 is a special resolution and therefore requires approval of 75% of the votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

The Directors recommend that Shareholders vote in favour of this Resolution.

6.2 Summary of ASX Listing Rule 7.1A

(a) Equity Securities

Any Equity Securities issued under the 10% Placement Facility must be in the same class as an existing quoted class of Equity Securities of the Company. At the date of this Notice, the Company has two classes of quoted Equity Securities, being Shares and Listed Options.

(b) Formula for calculating 10% Placement Facility

Listing Rule 7.1A.2 provides that eligible entities which have obtained shareholder approval at an Annual General Meeting may issue or agree to issue, during the 12 month period after the date of the Annual General Meeting, a number of Equity Securities calculated in accordance with 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:

- (a) plus the number of fully paid shares issued in the 12 months under an exception in Listing Rule 7.2;
- (b) plus the number of partly paid shares that became fully paid in the 12 months;
- (c) plus the number of fully paid shares issued in the 12 months with approval of holders of shares under Listing Rules 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;
- (d) less the number of fully paid shares cancelled in the 12 months.

Note that A has the same meaning in Listing Rule 7.1 when calculating an entity's 15% placement capacity.

D is 10%

E is the number of Equity Securities issued or agreed to be issued under Listing Rule 7.1A.2 in the 12 months before the date of the issue or agreement to issue that are not issued with the approval of shareholders under Listing Rules 7.1 or 7.4.

(c) Listing Rule 7.1 and Listing Rule 7.1A

The ability of an entity to issue Equity Securities under Listing Rule 7.1A is in addition to the entity's 15% placement capacity under Listing Rule 7.1. At the date of this Notice, the Company has a capacity to issue:

- (i) 13,188,632 Shares under Listing Rule 7.1; and
- (ii) subject to Shareholder approval being obtained under Resolution 6, 14,292,421 Shares under Listing Rule 7.1A.

The actual number of Equity Securities that the Company will have capacity to issue under Listing Rule 7.1A will be calculated at the date of issue of the Equity Securities in accordance with the formula prescribed in Listing Rule 7.1A.2 (refer to Section 6.2(b) above).

(d) Minimum Issue Price

The issue price of Equity Securities issued under Listing Rule 7.1A must be not less than 75% of the volume weighted average price of Equity Securities in the same class calculated over the 15 ASX trading days 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 6.2(e)(i), the date on which the Equity Securities are issued.

(e) 10% Placement Period

Shareholder approval of the 10% Placement Facility under Listing Rule 7.1A is valid from the date of the AGM at which the approval is obtained and expires on the earlier to occur of:

- (i) the date that is 12 months after the date of the AGM at which the approval is obtained; or
- (ii) the date of the approval by shareholders of a transaction under Listing Rules 11.1.2 (a significant change to the nature or scale of activities) or 11.2 (disposal of main undertaking),

(10% Placement Period).

(f) Shareholder approval

The ability to issue Equity Securities under the 10% Placement Facility is subject to shareholder approval by way of a special resolution at an AGM.

6.3 Information required by ASX Listing Rule 7.3A

ASX Listing Rule 7.3A sets out a number of matters which must be included in a notice of meeting seeking an approval under ASX Listing Rule 7.1A. The following information is provided for the purposes of Listing Rule 7.3A:

- (a) The Equity Securities will be issued at an issue price of not less than 75% of the volume weighted average price for the Company's Equity Securities over the 15 ASX trading days 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 paragraph 6.3(a)(i), the date on which the Equity Securities are issued.

(b) If the Company issues Equity Securities under the 10% Placement Facility, existing Shareholders' voting power in the Company will be diluted as shown in the table below. There is a risk that:

- (i) the market price for the Equity Securities may be significantly lower on the date of the issue of the Equity Securities than on the date of the Meeting; and
- (ii) the Equity Securities may be issued at a price that is at a discount to the market price for the Equity Securities on the issue date,

which may have an effect on the amount of funds raised by the issue of the Equity Securities.

The table below shows the dilution of existing Shareholders on the basis of the current market price of Shares and the current number of ordinary securities for variable "A" calculated in accordance with the formula in Listing Rule 7.1A.2 as at the date of this Notice.

The table also shows:

- (i) two examples where variable "A" has increased, by 50% and 100%. Variable "A" is based on the number of ordinary securities the Company has on issue. The number of ordinary securities on issue may increase as a result of issues of ordinary securities that do not require Shareholder approval (for example, a pro rata entitlements issue or scrip issued under a takeover offer) or future specific placements under Listing Rule 7.1 that are approved at a future Shareholders' meeting; and
- (ii) two examples of where the issue price of ordinary securities has decreased by 50% and increased by 100% as against the current market price.

Variable "A" (in listing rule 7.1A.2)		Dilution		
		50% decrease in Current Issue Price \$0.0155	Current Issue Price \$0.031	100% increase in Current Issue Price \$0.062
Current Variable "A" 142,924,217 shares	10% dilution- Shares issued	14,292,421	14,292,421	14,292,421
	Funds raised	\$221,533	\$443,065	\$886,130
50% increase in current Variable "A" 214,386,326 shares	10% dilution- Shares issued	21,438,632	21,438,632	21,438,632
	Funds raised	\$332,299	\$664,598	\$1,329,195
100% increase in current Variable "A" 285,848,434 shares	10% dilution- Shares issued	28,584,843	28,584,843	28,584,843
	Funds raised	\$443,065	\$886,130	\$1,772,260

The table has been prepared on the following assumptions:

- (i) The current issue price is \$0.031, being the closing price of the Company's Shares on ASX on 19 October 2012.
 - (ii) The Company issues the maximum number of Equity Securities available under the 10% Placement Facility.
 - (iii) No Options are exercised into Shares before the date of the issue of the Equity Securities;
 - (iv) The 10% dilution reflects the aggregate percentage voting dilution against the issued share capital at the time of issue. This is why the dilution is shown in each example as 10%.
 - (v) The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the 10% Placement Facility, based on that Shareholder's holding at the date of the Meeting.
 - (vi) The table shows only the effect of issues of Equity Securities under Listing Rule 7.1A, not under the 15% placement capacity under Listing Rule 7.1.
- (c) The Company will only issue and allot the Equity Securities during the 10% Placement Period. The approval under Resolution 6 for the issue of the Equity Securities will cease to be valid in the event that Shareholders approve a transaction under Listing Rule 11.1.2 (a significant change to the nature or scale of activities) or Listing Rule 11.2 (disposal of main undertaking).
- (d) The Company may seek to issue the Equity Securities for the following purposes:
- (i) as non-cash consideration for the acquisition of new resources, assets and investments (including expenses associated with such acquisitions). In such circumstances the Company will provide a valuation of the non-cash consideration as required by Listing Rule 7.1A.3; or
 - (ii) for cash consideration in which case the Company intends to use the funds raised towards the acquisition of new resources, assets or investments (including expense associated with such acquisitions).

Although the Company may seek to issue Equity Securities for the acquisition of new resources, assets and investments (including expenses associated with such acquisitions), the particular resources, assets and investments which may be acquired by the Company have yet to be ascertained.

The Company will comply with the disclosure obligations under Listing Rules 7.1A(4) and 3.10.5A upon issue of any Equity Securities.

- (e) The Company's allocation policy is dependent on the prevailing market conditions at the time of any proposed issue pursuant to the 10% Placement Facility. The identity of the allottees of the Equity Securities will be determined on a case-by-case basis having regard to the factors including but not limited to the following:
- (i) the purpose of the issue;

- (ii) alternative methods of raising funds that are available to the Company, including but not limited to, rights issue or other issue in which existing security holders can 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 situation and solvency of the Company; and
- (v) advice from corporate, financial and broking advisers (if applicable).

The allottees under the 10% Placement Facility have not been determined as at the date of this Notice but may include existing substantial Shareholders and/or new Shareholders who are not related parties or associates of a related party of the Company. Further, if the Company is successful in acquiring new resources, assets or investments, it is likely that the allottees under the 10% Placement Facility will be the vendors of the new resources, assets or investments.

- (f) The Company has not previously obtained Shareholder approval under Listing Rule 7.1A.
- (g) A voting exclusion statement is included in the Notice. At the date of the Notice, the Company has not approached any particular existing Shareholder or security holder or an identifiable class of existing security holder to participate in the issue of the Equity Securities. No existing Shareholder's votes will therefore be excluded under the voting exclusion in the Notice.

7. RESOLUTION 7 – RENEWAL OF EMPLOYEE SHARE OPTION PLAN (ESOP)

Resolution 7 seeks Shareholder approval for the renewal of the Company's Employee Share Option Plan (**ESOP**). The ESOP was established pursuant to shareholder approval at the general meeting of the Company held on 9 September 2011 (**2011 Meeting**).

Since the date of last approval, no securities have been issued under the ESOP.

Pursuant to the ASX Listing Rule 7.2 (exception 9), this Resolution seeks to renew Shareholder approval to the issue of securities of the Company under, and pursuant to, the rules of the ESOP as an exception to Listing Rule 7.1 for a further 3 years. Although the approval obtained at the 2011 Meeting is still valid, the Company seeks to renew the ESOP now in order to align its term of approval with that of the Company's employee, executive and officer performance rights plan (**PRP**) (renewal of which is sought pursuant to Resolution 8).

Under the ESOP the Board may grant options (**Options**) (on terms and subject to such conditions as it sees fit) to subscribe for Shares in the Company to persons including key employees and directors of the Company, but excluding any person whom ASX does not regard as being a person entitled to participate under an employee share scheme.

The purpose of the ESOP is to advance the interests of the Company through the motivation, attraction and retention of persons such as key employees and directors of the Company. It is generally recognized that share incentive plans can aid in attracting, retaining and encouraging employees and directors due to the opportunity offered to them to acquire a proprietary interest in the Company.

Under the ASX Listing Rules, equity securities include options over issued or unissued shares in an entity. The ESOP is therefore an employee incentive scheme for the purposes of the ASX Listing Rules.

Approval for the purposes of Exception 9 will authorise the Company to issue securities under the ESOP over the next 3 years without affecting the Company's capacity to place up to 15% of its issued capital without Shareholder approval. A full copy of the terms of the ESOP is provided in Schedule 1 of this Explanatory Statement. The terms of the ESOP approved by this Resolution 7 will apply with retrospective effect from the date of establishment of the ESOP.

The Directors recommend that Shareholders vote in favour of this Resolution.

8. RESOLUTION 8 – RENEWAL OF PERFORMANCE RIGHTS PLAN

Resolution 8 seeks Shareholder approval for the renewal of the Company's PRP. The PRP was established pursuant to shareholder approval at the annual general meeting of the Company held on 30 November 2009 (**2009 AGM**).

Since the date of last approval, the following securities have been granted under the PRP:

Recipient	Number of Performance Rights	Acquisition Price	Status of Performance Rights
Jim Malone	1,000,000	Nil	Expired
Denis Geldard	1,000,000	Nil	Expired
Richard Holmes	15,000,000	Nil	7,000,000 exercised 8,000,000 on issue but unvested
Mark Ceglinski	15,000,000	Nil	7,000,000 exercised 8,000,000 on issue but unvested

Pursuant to the ASX Listing Rule 7.2 (exception 9), this Resolution seeks to renew Shareholder approval to the issue of performance rights under, and pursuant to, the rules of the PRP as an exception to Listing Rule 7.1 for a further 3 years.

A performance rights plan provides a number of additional advantages to the Company over the current ESOP, including:

- (a) unlike Options, the employee is not entitled to the securities until the performance criteria are met and the performance rights are exercised;
- (b) performance rights are less dilutive than Options; and
- (c) performance rights may be more tax effective.

If Resolution 8 is passed, the PRP will enable the Company to issue performance rights to executives, officers and employees of the Company and to issue Shares to

those executives, officers and employees if they achieve the performance and vesting conditions of the performance rights. The performance and vesting conditions applicable to any particular performance right issued under the PRP may vary and will be set at the time of grant at the discretion of the Board under the terms of the PRP.

In the case of a Director, no performance rights may be issued to the Director without express Shareholder approval of the number and terms of the performance rights (or a definitive formula to calculate the same).

The terms of the PRP are provided in Schedule 2 to this Explanatory Statement. A copy of the PRP will be made available to any Shareholder on request. The terms of the PRP approved by this Resolution 8 will apply with retrospective effect from the date of establishment of the PRP.

The Directors recommend that Shareholders vote in favour of this Resolution.

9. RESOLUTION 9 – RATIFICATION OF ISSUE OF OPTIONS TO PENINSULA INVESTMENTS (WA) PTY LTD

Resolution 9 seeks Shareholder approval for the issue of 3,000,000 Options exercisable at AU\$0.09 per Option on or before 1 March 2015 to Peninsula Investments (WA) Pty Ltd (**Peninsula**).

The Options were issued as the consideration payable to Peninsula for underwriting part of the Company's share purchase plan announced on 20 August 2012.

Subject to certain exceptions, Listing Rule 7.1 restricts a company from issuing or agreeing to issue equity securities in any 12 month period which amount to more than 15% of the company's ordinary securities on issue at the commencement of that period without shareholder approval.

The exception to this rule contained in Listing Rule 7.4 provides an issue made within the 15% limit will be treated as having been made with the approval of shareholders under Listing Rule 7.1 if subsequently approved by shareholders, thereby 'refreshing' the company's ability to issue shares within the 15% limit, and restoring the company's ability to make placements within that limit (if that is thought desirable) without the need for shareholder approval.

While the Options described in this Resolution 9 have been issued within the 15% limit, the Company seeks Shareholder ratification of the issue of those Options for the purpose of Listing Rule 7.4 so that the Company's ability to issue securities will be 'refreshed' and it will have flexibility to issue further securities should the need or opportunity arise.

In accordance with the requirements of Listing Rule 7.5, the following information is provided to Shareholders to allow them to assess the ratification of the issue of the Options the subject of this Resolution 9:

- (a) the number of Options issued and allotted by the Company was 3,000,000 Options;
- (b) the Options were issued and allotted on 15 October 2012;
- (c) the Options were issued for nil cash consideration and as such no funds were raised from the grant of the Options. If all Options issued pursuant to Resolution 9 are exercised, total funds of \$270,000 would be received by the Company;

- (d) The terms of the Options are set out in Schedule 3 and the key terms of the Options are as follows:
 - (i) Each Option entitles the holder to subscribe for one Share;
 - (ii) The exercise price for the Options is \$0.09 per Option;
 - (iii) Upon exercise of the Options, Shares allotted will rank equally with the other Shares of the Company;
 - (iv) The expiry date for the Options is 1 March 2015;
- (e) The Options were issued to Peninsula Investments (WA) Pty Ltd; and
- (f) A voting exclusion statement is included in the Notice.

The Directors recommend that Shareholders vote in favour of this Resolution.

10. RESOLUTION 10 – RATIFICATION OF ISSUE OF OPTIONS TO DJ CARMICHAEL PTY LTD

Resolution 10 seeks Shareholder approval for the issue of 1,000,000 Options exercisable at AU\$0.09 per Option on or before 1 March 2015 to DJ Carmichael Pty Ltd (**DJ Carmichael**).

The Options were issued as the consideration payable to DJ Carmichael for their participation in the recent share placement undertaken by the Company announced on 20 August 2012.

Subject to certain exceptions, Listing Rule 7.1 restricts a company from issuing or agreeing to issue equity securities in any 12 month period which amount to more than 15% of the company's ordinary securities on issue at the commencement of that period without shareholder approval.

The exception to this rule contained in Listing Rule 7.4 provides an issue made within the 15% limit will be treated as having been made with the approval of shareholders under Listing Rule 7.1 if subsequently approved by shareholders, thereby 'refreshing' the company's ability to issue shares within the 15% limit, and restoring the company's ability to make placements within that limit (if that is thought desirable) without the need for shareholder approval.

While the Options described in this Resolution 10 have been issued within the 15% limit, the Company seeks Shareholder ratification of the issue of those Options for the purpose of Listing Rule 7.4 so that the Company's ability to issue securities will be 'refreshed' and it will have flexibility to issue further securities should the need or opportunity arise.

In accordance with the requirements of Listing Rule 7.5, the following information is provided to Shareholders to allow them to assess the ratification of the issue of the Options the subject of this Resolution 10:

- (a) the number of Options issued and allotted by the Company was 1,000,000 Options;
- (b) the Options were issued and allotted on 15 October 2012;
- (c) the Options were issued for nil consideration and as such no funds were raised from the grant of the Options. If all Options issued pursuant to

Resolution 10 are exercised, total funds of \$90,000 would be received by the Company;

- (d) The terms of the Options are set out in Schedule 3 and the key terms of the Options are as follows
 - (i) Each Option entitles the holder to subscribe for one Share;
 - (ii) The exercise price for the Options is \$0.09 per Option;
 - (iii) Upon exercise of the Options, Shares allotted will rank equally with the other Shares of the Company;
 - (iv) The expiry date for the Options is 1 March 2015;
- (e) The Options were issued to DJ Carmichael Pty Ltd; and
- (f) A voting exclusion statement is included in the Notice.

The Directors recommend that Shareholders vote in favour of this Resolution.

11. RESOLUTION 11 – RATIFICATION OF ISSUE OF OPTIONS TO CONSULTANTS

Resolution 11 seeks Shareholder approval for the issue of a total of 3,250,000 Options exercisable at AU\$0.09 per Option on or before 1 March 2015 to various consultants of the Company.

The Options were issued to consultants of the Company based in Arizona, USA, as part of the remuneration package provided to those consultants by the Company. As the Company's consultants are not eligible to participate in the Company's ESOP, the Directors believe the issue of Options outside of the ESOP is warranted as part of a broader remuneration package in order to incentivise those consultants and align their interests with the interests of the Company.

Subject to certain exceptions, Listing Rule 7.1 restricts a company from issuing or agreeing to issue equity securities in any 12 month period which amount to more than 15% of the company's ordinary securities on issue at the commencement of that period without shareholder approval.

The exception to this rule contained in Listing Rule 7.4 provides an issue made within the 15% limit will be treated as having been made with the approval of shareholders under Listing Rule 7.1 if subsequently approved by shareholders, thereby 'refreshing' the company's ability to issue shares within the 15% limit, and restoring the company's ability to make placements within that limit (if that is thought desirable) without the need for shareholder approval.

While the Options described in this Resolution 11 have been issued within the 15% limit, the Company seeks Shareholder ratification of the issue of those Options for the purpose of Listing Rule 7.4 so that the Company's ability to issue securities will be 'refreshed' and it will have flexibility to issue further securities should the need or opportunity arise.

In accordance with the requirements of Listing Rule 7.5, the following information is provided to Shareholders to allow them to assess the ratification of the issue of the Options the subject of this Resolution 11:

- (a) the number of Options issued and allotted by the Company was 3,250,000 Options;
- (b) Options issued and allotted on or about 29 October 2012 (**Grant Date**);
- (c) the Options were issued for nil consideration and as such no funds were raised from the grant of the Options. If all Options issued pursuant to Resolution 11 are exercised, total funds of \$292,500 would be received by the Company;
- (d) The terms of the Options are set out in Schedule 3 and the key terms of the Options are as follows (save only for an additional term in paragraph (d)(iv) below:
 - (i) Each Option entitles the holder to subscribe for one Share;
 - (ii) The exercise price for the Options is \$0.09 per Option;
 - (iii) Upon exercise of the Options, Shares allotted will rank equally with the other Shares of the Company;
 - (iv) The Options issued to each recipient will vest on the following basis:
 - (A) one half 12 months from the Grant Date (ie on or about 29 October 2013); and
 - (B) one half 24 months from the Grant Date (ie on or about 29 October 2014).
- (e) The expiry date for the Options is 1 March 2015;
- (f) The Options were issued to the following parties:

Consultant	Number of Options
Bernhard Free	1,000,000
Kelvin Tan	1,000,000
Peter Barnes	500,000
Ilse Roxenburg	750,000
Total	3,250,000

- (g) the allottees of the Options do not include related parties of the Company; and
- (h) A voting exclusion statement is included in the Notice.

The Directors recommend that Shareholders vote in favour of this Resolution.

12. RESOLUTION 12 – RATIFICATION OF ISSUE OF SHARES TO MR DAVID ROGERS

Resolution 12 seeks Shareholder ratification for the issue of 1,000,000 Shares that the Company made to Mr David Rogers on 15 October 2012. As announced to the

market on 9 October 2012, the Shares were issued as partial consideration for the acquisition of a comprehensive data package (**Data Package**) in relation to the Bluebell and De Soto VMS projects. The Company paid further cash consideration of CAD\$65,000 for the Data Package.

Subject to certain exceptions, Listing Rule 7.1 restricts a company from issuing or agreeing to issue equity securities in any 12 month period which amount to more than 15% of the company's ordinary securities on issue at the commencement of that period without shareholder approval.

The exception to this rule contained in Listing Rule 7.4 provides an issue made within the 15% limit will be treated as having been made with the approval of shareholders under Listing Rule 7.1 if subsequently approved by shareholders, thereby 'refreshing' the company's ability to issue shares within the 15% limit, and restoring the company's ability to make placements within that limit (if that is thought desirable) without the need for shareholder approval.

While the Shares described in this Resolution 12 have been issued within the 15% limit, the Company seeks Shareholder ratification of the issue of those Shares for the purpose of Listing Rule 7.4 so that the Company's ability to issue securities will be 'refreshed' and it will have flexibility to issue further securities should the need or opportunity arise.

In accordance with the requirements of Listing Rule 7.5, the following information is provided to Shareholders to allow them to assess the ratification of the issue of the Shares the subject of this Resolution 12:

- (a) the number of Shares issued and allotted by the Company was 1,000,000 Shares;
- (b) the Shares were issued for nil cash consideration as they formed part of the consideration payable to Mr David Rogers for the Data Packages;
- (c) the Shares issued were fully paid ordinary shares in the capital of the Company and rank pari passu with the Company's existing Shares;
- (d) no funds were raised by the issue of the Shares, as the Shares were issued as partial consideration for the Data Package; and
- (e) a voting exclusion statement is included in the Notice.

13. RESOLUTION 13 – APPROVAL OF ISSUE OF PERFORMANCE RIGHTS TO MR JIM MALONE

At the 2009 AGM, Shareholders approved the establishment of the PRP to provide ongoing incentives to executives, officers and key employees of the Company. Pursuant to Resolution 8, the Company seeks to have Shareholder approval of the PRP refreshed.

Subject to approval pursuant to Resolution 8, the Company seeks Shareholder approval to the proposed grant to Mr Malone (the Company's Executive Director, Chief Financial Officer and Company Secretary), or his nominee, of 10,000,000 performance rights.

The performance rights will be granted for no consideration and are expected to be granted no later than 12 months after the date of this meeting. The exercise period for the performance rights will be no more than 5 years from the date of issue of the performance rights; performance rights not exercised before the end of the expiry period will lapse. If the performance rights issued to Mr Malone become

capable of exercise and are fully exercised by Mr Malone, no funds will be received by the Company. The dilution effect if all performance rights are exercised by Mr Malone will be dependent on the Company's share capital at the date the performance rights are exercised.

The Company proposes to issue performance rights to Mr Malone to reflect the:

- (a) likely impact that satisfaction of the performance hurdles will have on the Company's prospects and monetization of its assets, including its performance and share price; and
- (b) increasing level of work required from Directors (both previously and planned) to achieve the performance hurdles.

The issuing of the performance rights also assists in the preservation of the Company's cash reserves as the issue serves to partially remunerate these Directors.

Terms and Conditions of Performance Rights to be issued

The general terms and conditions of the Performance Rights are set out in the summary of the PRP provided in Schedule 2.

The terms and conditions of the performance rights to be issued to Mr Malone are the same as the PRP except that clause 6.2 of the PRP is excluded. Clause 6.2 of the PRP provides:

"6.2 5% LIMIT ON ISSUE OF SHARES

- (a) In the case of an offer of Performance Rights for issue, the number of Shares to be received on the exercise of the Performance Rights when aggregated with the number of Shares in the same class which would be issued were each outstanding Performance Right or offer or option to acquire unissued Shares, being an offer made or option or Performance Right acquired pursuant to an employee equity scheme of the company extended only to employees or directors of a member of the Group, to be accepted or exercised (as the case may be) must not exceed 5% of the total number of issued Shares in that class as at the time of the offer.
- (b) In calculating the number of Shares which may be the subject of an offer of Performance Rights:
 - (i) any offer made or Performance Right acquired or issued by way of or as a result of:
 - A. an offer to a person situated outside Australia at the time of receipt of the offer; or
 - B. an offer that did not need disclosure to investors because of section 708 of the Corporations Act; or
 - C. any other offer permitted by Class Order 03/184 of the Australian Securities & Investment Commission (as may be amended from time to time) to be exempted, or
 - (ii) Shares subject to options or Performance Rights which have lapsed,

shall be disregarded."

The performance hurdles attaching to the performance rights to be granted to Mr Malone are as follows:

Performance Hurdle	Performance Rights
On the AusAmerican share price trading at greater than 20 cents per share for more than five consecutive days	4,000,000
On the AusAmerican share price trading at greater than 25 cents per share for more than five consecutive days	6,000,000

Listing Rule 10.14

Listing Rule 10.14 provides that a listed entity must not issue equity securities under an employee incentive scheme (which includes a PRP) to a related party without Shareholder approval. The proposed grant of performance rights to Mr Malone requires approval by Shareholders under the Listing Rules.

As the issue will be made under the PRP, approval is not required under Listing Rule 7.1 (which limits the number of equity securities the Company may issue within a 12 month period to not more than 15% of the total number of ordinary securities on issue without the requirement for Shareholder approval).

Approval is also not required under Listing Rule 10.11 (which, in the absence of obtaining Shareholder approval under Listing Rule 10.14 would be necessary to issue securities to a related party of the Company).

The Company has formed the view that shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in relation to the issue of performance rights to Mr Malone.

Chapter 2E prohibits the giving of a financial benefit to a related party of a public company, unless the financial benefit has been approved by shareholders, or the giving of that benefit falls within an exception set out in Chapter 2E.

Section 211 provides an exception for a benefit that comprises remuneration to an officer of a public company where such remuneration is reasonable in the circumstances of the company and that officer's particular circumstances (i.e. having regard to the responsibilities of involved in such office). Accordingly, the Company considers that the exception in section 211 of the Corporations Act applies to the proposed issue of performance rights to Mr Malone.

Specific Disclosure of Information as Required by the Listing Rules

For the purposes of Listing Rules 10.14 and 10.15A, the following information is provided:

- (a) The number of performance rights to be granted to Mr Malone is 10,000,000, each exercisable for 1 Share, subject to satisfaction of the Performance Hurdles and all other applicable terms and conditions. The maximum number of Shares that may be issued upon exercise of the Performance Rights the subject of this Resolution 13 is 10,000,000 Shares and upon vesting of the performance rights, the Shares will rank equally with all other Shares of the Company on issue.
- (b) No amount will be payable by Mr Malone to acquire the performance rights or upon the exercise of the performance rights.

- (c) The establishment of the PRP was approved by Shareholders at the 2009 AGM. Since the last approval the following people have received performance rights under the PRP:

Recipient	Number of Performance Rights	Acquisition Price	Status of Performance Rights
Jim Malone	1,000,000	Nil	Expired
Denis Geldard	1,000,000	Nil	Expired
Richard Holmes	15,000,000	Nil	7,000,000 exercised 8,000,000 on issue but unvested
Mark Ceglinski	15,000,000	Nil	7,000,000 exercised 8,000,000 on issue but unvested

- (d) Under the PRP, subject to approval of shareholders, any employee or officer of the Company is entitled to participate in the PRP.
- (e) Subject to the approval of this Resolution 13, the performance rights referred to in this Resolution will be granted no later than 12 months after the date of this meeting (or such later date as permitted by any ASIC and/or ASX waiver or modification of the Listing Rules).
- (f) Details of any performance rights issued under the PRP will be published in each annual report of the Company relating to the period in which the Performance Rights were issued and, where applicable, it will be noted that approval for the issue of the performance rights was obtained under Listing Rule 10.14.
- (g) Any additional persons (being related parties of the Company or persons referred to in Listing Rule 10.14) who become entitled to participate in the PRP after this Resolution was approved and who are not named in this notice of meeting will not participate until approval is obtained under Listing Rule 10.14.
- (h) No loan will be provided to Mr Malone by the Company in connection with the issue of the Performance Rights or the underlying issue of Shares should the Performance Rights be exercised.
- (i) A voting exclusion statement is included in the Notice of Meeting.

The Directors, other than Mr Malone who will derive a benefit as a result of this Resolution, recommend that Shareholders vote in favour of this Resolution.

14. RESOLUTION 14 – APPROVAL OF ISSUE OF PERFORMANCE RIGHTS TO MR DON FALCONER

At the 2009 AGM, Shareholders approved the establishment of the PRP to provide ongoing incentives to executives, officers and key employees of the Company. Pursuant to Resolution 8, the Company seeks to have Shareholder approval of the PRP refreshed.

Subject to approval pursuant to Resolution 8, the Company seeks Shareholder approval to the proposed grant to Mr Falconer (the Company's Non-Executive Director), or his nominee, of 4,000,000 performance rights.

The performance rights will be granted for no consideration and are expected to be granted no later than 12 months after the date of this meeting. The exercise period for the performance rights will be no more than 5 years from the date of issue of the performance rights; performance rights not exercised before the end of the expiry period will lapse. If the performance rights issued to Mr Falconer become capable of exercise and are fully exercised by Mr Falconer, no funds will be received by the Company. The dilution effect if all performance rights are exercised by Mr Falconer will be dependent on the Company's share capital at the date the performance rights are exercised.

The Company proposes to issue performance rights to Mr Falconer to reflect the:

- (a) likely impact that satisfaction of the performance hurdles will have on the Company's prospects and monetization of its assets, including its performance and share price; and
- (b) increasing level of work required from Directors (both previously and planned) to achieve the performance hurdles.

The issuing of the performance rights also assists in the preservation of the Company's cash reserves as the issue serves to partially remunerate these Directors.

Terms and Conditions of Performance Rights to be issued

The general terms and conditions of the performance rights are set out in the summary of the PRP provided in Schedule 2.

The terms and conditions of the performance rights to be issued to Mr Falconer are the same as the PRP except that clause 6.2 of the PRP is excluded. Clause 6.2 of the PRP provides:

"6.2 5% LIMIT ON ISSUE OF SHARES

- (a) In the case of an offer of Performance Rights for issue, the number of Shares to be received on the exercise of the Performance Rights when aggregated with the number of Shares in the same class which would be issued were each outstanding Performance Right or offer or option to acquire unissued Shares, being an offer made or option or Performance Right acquired pursuant to an employee equity scheme of the company extended only to employees or directors of a member of the Group, to be accepted or exercised (as the case may be) must not exceed 5% of the total number of issued Shares in that class as at the time of the offer.
- (b) In calculating the number of Shares which may be the subject of an offer of Performance Rights:
 - (i) any offer made or Performance Right acquired or issued by way of or as a result of:

- A. an offer to a person situated outside Australia at the time of receipt of the offer; or
 - B. an offer that did not need disclosure to investors because of section 708 of the Corporations Act; or
 - C. any other offer permitted by Class Order 03/184 of the Australian Securities & Investment Commission (as may be amended from time to time) to be exempted, or
- (ii) Shares subject to options or Performance Rights which have lapsed,
- shall be disregarded."

The performance hurdles attaching to the Performance Rights to be granted to Mr Falconer are as follows:

Performance Hurdle	Performance Rights
On the AusAmerican share price trading at greater than 20 cents per share for more than five consecutive days	1,500,000
On the AusAmerican share price trading at greater than 25 cents per share for more than five consecutive days	2,500,000

Listing Rule 10.14

Listing Rule 10.14 provides that a listed entity must not issue equity securities under an employee incentive scheme (which includes a PRP) to a related party without Shareholder approval. The proposed grant of performance rights to Mr Falconer requires approval by Shareholders under the Listing Rules.

As the issue will be made under the PRP, approval is not required under Listing Rule 7.1 (which limits the number of equity securities the Company may issue within a 12 month period to not more than 15% of the total number of ordinary securities on issue without the requirement for Shareholder approval).

Approval is also not required under Listing Rule 10.11 (which, in the absence of obtaining Shareholder approval under Listing Rule 10.14 would be necessary to issue securities to a related party of the Company).

The Company has formed the view that shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in relation to the issue of performance rights to Mr Falconer.

Chapter 2E prohibits the giving of a financial benefit to a related party of a public company, unless the financial benefit has been approved by shareholders, or the giving of that benefit falls within an exception set out in Chapter 2E.

Section 211 provides an exception for a benefit that comprises remuneration to an officer of a public company where such remuneration is reasonable in the circumstances of the company and that officer's particular circumstances (i.e. having regard to the responsibilities of involved in such office). Accordingly, the Company considers that the exception in section 211 of the Corporations Act applies to the proposed issue of performance rights to Mr Falconer.

Specific Disclosure of Information as Required by the Listing Rules

For the purposes of Listing Rules 10.14 and 10.15A, the following information is provided:

- (a) The number of performance rights to be granted to Mr Falconer is 4,000,000, each exercisable for 1 Share, subject to satisfaction of the Performance Hurdles and all other applicable terms and conditions. The maximum number of Shares that may be issued upon exercise of the Performance Rights the subject of this Resolution 14 is 4,000,000 Shares and upon exercise of the performance rights, the Shares will rank equally with all other Shares of the Company on issue.
- (b) No amount will be payable by Mr Falconer to acquire the performance rights or upon the exercise of the performance rights.
- (c) The establishment of the PRP was approved by Shareholders at the 2009 AGM. Since the last approval the following people have received performance rights under the PRP:

Recipient	Number of Performance Rights	Acquisition Price	Status of Performance Rights
Jim Malone	1,000,000	Nil	Expired
Denis Geldard	1,000,000	Nil	Expired
Richard Holmes	15,000,000	Nil	7,000,000 exercised 8,000,000 on issue but unvested
Mark Ceglinski	15,000,000	Nil	7,000,000 exercised 8,000,000 on issue but unvested

- (d) Under the PRP, subject to approval of shareholders, any employee or officer of the Company is entitled to participate in the PRP.
- (e) Subject to the approval of this Resolution 14, the performance rights referred to in this Resolution will be granted no later than 12 months after the date of this meeting (or such later date as permitted by any ASIC and/or ASX waiver or modification of the Listing Rules).
- (f) Details of any performance rights issued under the PRP will be published in each annual report of the Company relating to the period in which the performance rights were issued and, where applicable, it will be noted that approval for the issue of the performance rights was obtained under Listing Rule 10.14.
- (g) Any additional persons (being related parties of the Company or persons referred to in Listing Rule 10.14) who become entitled to participate in the PRP after this Resolution was approved and who are not named in this notice of meeting will not participate until approval is obtained under Listing Rule 10.14.

- (h) No loan will be provided to Mr Falconer by the Company in connection with the issue of the performance rights or the underlying issue of Shares should the Performance Rights be exercised.
- (i) A voting exclusion statement is included in the Notice of Meeting.

The Directors, other than Mr Falconer who will derive a benefit as a result of this Resolution, recommend that Shareholders vote in favour of this Resolution.

15. ENQUIRIES

Shareholders are required to contact Jim Malone on +61 8 9481 0799 if they have any queries in respect of the matters set out in these documents.

GLOSSARY

\$ means Australian dollars.

10% Placement Facility has the meaning given in Section 6.1.

10% Placement Period has the meaning given in Section 6.2(e).

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited.

ASX Listing Rules means the Listing Rules of ASX.

Board means the current board of directors of the Company.

Business Days means any day other than a Saturday, Sunday or public holiday in the State of Western Australia.

Closely Related Party has the same meaning as in the Corporations Act.

Company means Australian-American Mining Corporation Limited (ACN 073 155 781).

Corporations Act means the Corporations Act 2001 (Cth).

Directors means the current directors of the Company.

Equity Securities has the same meaning as in the ASX Listing Rules.

Explanatory Statement means the explanatory statement accompanying the Notice of Meeting.

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

Listed Options means listed options of the Company each with an exercise price of \$0.50 and expiry date of 31 December 2012.

Notice of Meeting or **Notice of General Meeting** means this notice of general meeting including the Explanatory Statement.

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

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

Shareholder means a holder of a Share.

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

SCHEDULE 1

AUSTRALIAN-AMERICAN MINING CORPORATION LIMITED

EMPLOYEE SHARE OPTION PLAN

30 November, 2012

ACN 073 155 781

DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. For purposes of this Employee Share Option Plan, unless such capitalized word or term is otherwise defined herein or the context in which such capitalized word or term is used herein otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) **"ASIC"** means Australian Securities & Investments Commission.
- (b) **"Blackout Period"** means a period of time during which (i) the trading guidelines of the Company, as amended or replaced from time to time, restrict one or more participants from trading in securities of the Company or (ii) the Company has determined that one or more participants may not trade any securities of the Company;
- (c) **"Blackout Period Expiry Date"** means the date on which a Blackout Period expires;
- (d) **"Business Day"** means a day on which the Stock Exchange is open for trading;
- (e) **"Committee"** means the Directors or, if the Directors so determine in accordance with section 2.03 hereof, the committee of the Directors authorized to administer this Employee Share Option Plan;
- (f) **"Ordinary Shares"** means the ordinary shares of the Company, from time to time;
- (g) **"Company"** means Australian-American Mining Corporation Limited, a company existing under the *Corporations Act 2001*, as amended;
- (h) **"Designated Affiliates"** means the affiliates of the Company designated by the Committee for purposes of this Employee Share Option Plan from time to time;
- (i) **"Directors"** means the directors of the Company from time to time;
- (j) **"Eligible Directors"** means the Directors or the directors of any Designated Affiliate from time to time;
- (k) **"Eligible Employees"** means employees and officers, whether Directors or not, of the Company or any Designated Affiliate, provided that such employees and officers are either individuals who are considered employees under Australian or Canadian law or (subject to obtaining any necessary relief from ASIC) individuals who work full-time, or on a continuing and regular basis for a minimum amount of time per week, for the Company or a Designated Affiliate providing services normally provided by an employee and who are subject to the same control and direction by the Company or a Designated Affiliate over the details and methods of

work as an employee of the Company or a Designated Affiliate, but for whom income tax deductions are not made at source;

- (l) **"Employment Contract"** means any contract between the Company or any Designated Affiliate and any Eligible Employee, Eligible Director or Other Participant relating to, or entered into in connection with, the employment or departure of the Eligible Employee, the appointment, election or departure of the Eligible Director or the engagement of the Other Participant or any other agreement to which the Company or a Designated Affiliate is a party with respect to the rights of such Participant in respect of the engagement of such Participant;
- (m) **"Exercise Price"** has the meaning given to such term in section 3.03 hereof;
- (n) **"Insider"** has the meaning given to such term in the policies of the Stock Exchange;
- (o) **"Option"** means an option to purchase Ordinary Shares granted pursuant to, or governed by, this Employee Share Option Plan;
- (p) **"Optionee"** means a Participant to whom an Option has been granted pursuant to this Employee Share Option Plan;
- (q) **"Option Period"** means the period of time during which the particular Option may be exercised, including as extended in accordance with section 3.04 hereof;
- (r) **"Other Participant"** means, subject to obtaining any necessary relief from ASIC, a person (other than an Eligible Director or an Eligible Employee) engaged to provide ongoing management, advisory, consulting, technical or other services (other than services provided in relation to a distribution of securities of the Company) for the Company or a Designated Affiliate, or any employee of such person, under a written contract between the Company and such person, and who spends or will spend a significant amount of time and attention on the affairs and business of the Company or a Designated Affiliate and has a relationship with the Company or a Designated Affiliate that enables such person to be knowledgeable about the business and affairs of the Company or Designated Affiliate, as the case may be;
- (s) **"Participant"** each Eligible Director, Eligible Employee and Other Participant;
- (t) **"Employee Share Option Plan"** means this employee share option plan as amended from time to time;
- (u) **"Stock Exchange"** means, as the case requires, the Australian Securities Exchange (ASX) and/or the Canadian TSX Venture Exchange (TSX V) or, if the Ordinary Shares are not then listed on either of the ASX or the TSX V, such other principal market on which the Ordinary Shares are then traded as designated by the Committee from time to time; and
- (v) **"Termination"** has the meaning given to such term in section 3.11 hereof.

Section 1.02 Securities Definitions. In this Employee Share Option Plan, the terms "affiliate", "associate", "subsidiary" and "insider" shall have the meaning given to such terms, as the case requires, in the Australian Corporations Act (2001) or in the *Canadian Securities Act* (Ontario).

Section 1.03 Headings. The headings of all articles, sections, paragraphs and subparagraphs in this Employee Share Option Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of this Employee Share Option Plan.

Section 1.04 Context, Construction. Whenever the singular or masculine are used in this Employee Share Option Plan the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires. The word "person" shall be given the widest meaning possible and shall include, without limitation, an individual, a company, a partnership, a limited partnership or any other unincorporated entity.

Section 1.05 References to this Employee Share Option Plan. The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to this Employee Share Option Plan as a whole and not to any particular article, section, paragraph, subparagraph or other part hereof.

Section 1.06 Funds. Unless otherwise specifically provided, all references to dollar amounts in this Employee Share Option Plan are references to lawful money of Australia or Canada as the case requires.

ARTICLE TWO

PURPOSE AND ADMINISTRATION OF THIS EMPLOYEE SHARE OPTION PLAN

Section 2.01 Purpose of this Employee Share Option Plan. This Employee Share Option Plan provides for the potential acquisition of Ordinary Shares by Participants for the purpose of advancing the interests of the Company through the motivation, attraction and retention of key employees, directors and (subject to any necessary relief from ASIC) consultants of the Company and the Designated Affiliates and to secure for the Company and the shareholders of the Company the benefits inherent in the ownership of Ordinary Shares by key employees, directors and consultants of the Company and the Designated Affiliates, it being generally recognized that share incentive plans can aid in attracting, retaining and encouraging employees, directors and consultants due to the opportunity offered to them to acquire a proprietary interest in the Company.

Section 2.02 Administration of this Employee Share Option Plan. This Employee Share Option Plan shall be administered by the Committee and the Committee shall have full authority to administer this Employee Share Option Plan, including the authority to interpret and construe any provision of this Employee Share Option Plan and to adopt, amend and rescind such rules and regulations for administering this Employee Share Option Plan as the Committee may deem necessary or desirable in order to comply with the requirements of this Employee Share Option Plan, subject in all cases to compliance with regulatory requirements. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Participants and the Company. No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with this Employee Share Option Plan and all members of the Committee shall, in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Company with respect to any such action taken or determination or interpretation made. The appropriate officers of the Company are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary or desirable for the implementation of this Employee Share Option Plan and of the rules and regulations established for administering this Employee Share Option Plan. All costs incurred in connection with this Employee Share Option Plan shall be for the account of the Company. This Employee Share Option Plan shall be administered in accordance with the rules and policies of the Stock Exchange by the Committee so long as the Ordinary Shares are listed on the Stock Exchange.

Section 2.03 Delegation to Committee. All of the powers exercisable hereunder by the Directors may, to the extent permitted by applicable law and as determined by resolution of the Directors, be exercised by a committee of the Directors comprised of not less than three Directors.

Section 2.04 Record Keeping. The Company shall maintain a register in which shall be recorded:

- (a) the name and address of each Optionee;
- (b) the number of Ordinary Shares subject to Options granted to each Optionee; and
- (c) the aggregate number of Ordinary Shares subject to Options.

Section 2.05 Determination of Participants. The Committee shall from time to time determine the Participants who may participate in this Employee Share Option Plan. The Committee shall from time to time determine the Participants to whom Options shall be granted, the number of Ordinary Shares to be made subject to, and the expiry date of, each Option granted to each Participant and the other terms, including any vesting provisions, of each Option granted to each Participant, all such determinations to be made in accordance with the terms and conditions of this Employee Share Option Plan, and the Committee may take into consideration the present and potential contributions of, and the services rendered by, the particular Participant to the success of the Company and any other factors which the Committee deems appropriate and relevant. All Eligible Employees and Other Participants shall be bona fide Eligible Employees or Other Participants, as the case may be.

Section 2.06 Maximum Number of Shares.

- (a) The maximum number of Ordinary Shares reserved for issue pursuant to this Employee Share Option Plan shall be determined from time to time by the Committee but, in any case, shall not exceed, in the aggregate, 10% of the number of Ordinary Shares then outstanding.
- (b) The maximum number of Ordinary Shares reserved for issue pursuant to Options granted under this Employee Share Option Plan to Participants who are Insiders of the Company in any 12 month period shall not exceed 10% of the number of Ordinary Shares then outstanding, unless disinterested shareholder approval is received therefore in accordance with the policies of the Stock Exchange.
- (c) The maximum number of Ordinary Shares reserved for issue to any one Participant upon the exercise of Options in any 12 month period shall not exceed 5% of the number of Ordinary Shares then outstanding, unless disinterested shareholder approval is received therefore in accordance with the policies of the Stock Exchange.
- (d) The maximum number of Ordinary Shares reserved for issue to any one Other Participant upon the exercise of Options in any 12 month period shall not exceed 2% of the number of Ordinary Shares then outstanding.
- (e) The maximum number of Ordinary Shares reserved for issue to all Eligible Employees and to all Other Participants conducting investor relations activities (as such terms are defined in the policies of the Stock Exchange) upon the exercise of Options in any 12 month period shall not exceed, in the aggregate, 2% of the number of Ordinary Shares then outstanding. Options granted to Other Participants performing investor relations activities shall vest in stages over a twelve month period, with no more than

¼ of the Options vesting in any three month period. The Directors shall, through the establishment of appropriate procedures, monitor the trading in the securities of the Company by all Optionees performing investor relations activities.

For purposes of this section 2.06, "the number of Ordinary Shares then outstanding" shall mean the number of Ordinary Shares outstanding on a non-diluted basis calculated at the date of the proposed grant of the applicable Option. All Ordinary Shares reserved for issue upon the exercise of Options outstanding under any Employee Share Option Plan of the Company that has received the approval of the shareholders of the Company prior to the date that this Employee Share Option Plan becomes effective, shall be counted toward the maximum number of Ordinary Shares permitted to be reserved for issue pursuant to any of the provisions of this section 2.06.

ARTICLE THREE

EMPLOYEE SHARE OPTION PLAN

Section 3.01 The Employee Share Option Plan. This Employee Share Option Plan is hereby established for Eligible Directors, Eligible Employees and Other Participants.

Section 3.02 Option Notice or Agreement. Each Option granted to a Participant may be evidenced by an option certificate setting out terms and conditions consistent with the provisions of this Employee Share Option Plan, which terms and conditions need not be the same in each case and which terms and conditions may be changed from time to time.

Section 3.03 Exercise Price. The price per share (the "Exercise Price") at which any Ordinary Share which is the subject of an Option may be purchased shall be determined by the Committee at the time the Option is granted, provided that the Exercise Price shall be not less than the closing price of the Ordinary Shares on the Stock Exchange on the last trading day immediately preceding the date of the grant of such Option less the maximum discount, if any, permitted by the Stock Exchange (provided that so long as the Ordinary Shares are listed on the Stock Exchange the Exercise Price will be subject to a minimum price of \$0.10) or, if the Ordinary Shares are not then listed on any Stock Exchange, the Exercise Price shall not be less than the fair market value of the Ordinary Shares as may be determined by the Directors on the day immediately preceding the date of the grant of such Option. Disinterested shareholder approval shall be required for any reduction in the Exercise Price of any Option if the Optionee is an Insider of the Company at the time of the proposed amendment to the Exercise Price.

Section 3.04 Term of Option. The Option Period for each Option shall be such period of time as shall be determined by the Committee, subject to amendment by an Employment Contract, provided that in no event shall an Option Period exceed five years. Notwithstanding the definition of Option Period contained herein or the foregoing, the expiration date of an Option will be the date fixed by the Directors with respect to such Option unless such expiration date falls within a Blackout Period or within ten days after a Blackout Period Expiry Date, in which case the expiration date of the Option will be the date which is ten Business Days after the Blackout Period Expiry Date.

Section 3.05 Lapsed Options. If Options granted under this Employee Share Option Plan are surrendered, terminate or expire without being exercised in whole or in part, new Options may be granted covering the Ordinary Shares not purchased under such lapsed Options (or such lapsed stock options).

Section 3.06 Limit on Options to be Exercised. Except as otherwise specifically provided herein or in any Employment Contract, Options may be exercised by the Optionee in whole at any time, or in part from time to time (in each case to the nearest full Ordinary Share), during the Option Period only in accordance with the vesting schedule, if

any, determined by the Committee, in its sole and absolute discretion, subject to the applicable requirements of the Stock Exchange, at the time of the grant of the Option, which vesting schedule may include performance vesting or acceleration of vesting in certain circumstances and which may be amended or changed by the Committee from time to time with respect to a particular Option. If the Committee does not determine a vesting schedule at the time of the grant of any particular Option, such Option shall be exercisable in whole at any time, or in part from time to time, during the Option Period, subject to the applicable requirements of the Stock Exchange. In the event that the Ordinary Shares are listed on the Stock Exchange, Options with an Exercise Price based on the discounted market price (as such term is defined in the policies of the Stock Exchange), and the Ordinary Shares issuable upon the exercise thereof, shall be subject to the restricted period and legending requirements imposed by the policies of the Stock Exchange.

Section 3.07 Eligible Participants on Exercise. An Option may be exercised by the Optionee in whole at any time, or in part from time to time, during the Option Period, provided however that, except as otherwise specifically provided in section 3.10 or 3.11 hereof or in any Employment Contract, no Option may be exercised unless the Optionee at the time of exercise thereof is:

- (a) in the case of an Eligible Employee, an officer of the Company or a Designated Affiliate or in the employment of the Company or a Designated Affiliate and has been continuously an officer or so employed since the date of the grant of such Option, provided however that a leave of absence with the approval of the Company or such Designated Affiliate shall not be considered an interruption of employment for purposes of this Employee Share Option Plan;
- (b) in the case of an Eligible Director who is not also an Eligible Employee, a Director of the Company or a Designated Affiliate and has been such a Director continuously since the date of the grant of such Option; and
- (c) in the case of an Other Participant, engaged, directly or indirectly, in providing ongoing management, advisory, consulting, technical or other services for the Company or a Designated Affiliate and has been so engaged since the date of the grant of such Option.

Section 3.08 Payment of Exercise Price. The issue of Ordinary Shares on the exercise of any Option shall be contingent upon receipt by the Company of payment of the aggregate purchase price for the Ordinary Shares in respect of which the Option has been exercised by cash or certified cheque delivered to the registered office of the Company together with a completed notice of exercise. No Optionee or legal representative, legatee or distributee of any Optionee will be, or will be deemed to be, a holder of any Ordinary Shares with respect to which such Optionee was granted an Option, unless and until certificates for such Ordinary Shares are issued to such Optionee, or them, under the terms of this Employee Share Option Plan. Subject to section 3.12 hereof, upon an Optionee exercising an Option and paying the Company the aggregate purchase price for the Ordinary Shares in respect of which the Option has been exercised, the Company shall as soon as practicable thereafter issue and deliver a certificate representing the Ordinary Shares so purchased.

Section 3.09 Acceleration on Take-over Bid, Consolidation, Merger, etc. In the event that:

- (a) the Company seeks or intends to seek approval from the shareholders of the Company for a transaction which, if completed, would constitute an Acceleration Event (as defined below); or

- (b) a person makes a bona fide offer or proposal to the Company or the shareholders of the Company which, if accepted or completed, would constitute an Acceleration Event,

the Company shall send notice to all Optionees of such transaction, offer or proposal as soon as practicable and, provided that the Committee has determined that no adjustment will be made pursuant to section 4.06 hereof, (i) the Committee may, by resolution and notwithstanding any vesting schedule applicable to any Option or section 3.06 hereof, permit all Options outstanding which have restrictions on their exercise to become immediately exercisable during the period specified in the notice (but in no event later than the applicable expiry date of an Option), so that the Optionee may participate in such transaction, offer or proposal, and (ii) the Committee may accelerate the expiry date of such Options and the time for the fulfillment of any conditions or restrictions on such exercise.

In this section 3.09, an Acceleration Event means:

- (a) the acquisition by any "offeror" (as defined in the Australian Corporations Act (2001) or the Canadian Securities Act (Ontario), as the case requires, as amended from time to time) of beneficial ownership of more than 50% of the votes attached to the outstanding voting securities of the Company, by means of a take-over bid or otherwise;
- (b) any consolidation, merger, statutory amalgamation or arrangement involving the Company and pursuant to which the Company will not be the continuing or surviving Company or pursuant to which the Ordinary Shares will be converted into cash or securities or property of another entity, other than a transaction involving the Company and in which the shareholders of the Company immediately prior to the completion of the transaction will have the same proportionate ownership of the surviving Company immediately after the completion of the transaction;
- (c) a separation of the business of the Company into two or more entities;
- (d) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company to another entity; or
- (e) the approval by the shareholders of the Company of any plan of liquidation or dissolution of the Company.

Section 3.10 Effect of Death. If a Participant or, in the case of an Other Participant which is not an individual, the primary individual providing services to the Company or Designated Affiliate on behalf of the Other Participant, shall die, any outstanding Option held by such Participant or Other Participant at the date of such death shall become immediately exercisable notwithstanding section 3.06 hereof, and shall be exercisable in whole or in part only by the person or persons to whom the rights of the Optionee under the Option shall pass by the will of the Optionee or the laws of descent and distribution for a period of 12 months after the date of death of the Optionee or prior to the expiration of the Option Period in respect of the Option, whichever is earlier, and then only to the extent that such Optionee was entitled to exercise the Option at the date of the death of such Optionee in accordance with sections 3.06, 3.07 and 3.11 hereof.

Section 3.11 Effect of Termination of Engagement. If a Participant shall:

- (a) cease to be a Director of the Company or of a Designated Affiliate, as the case may be (and is not or does not continue to be an employee thereof), for any reason (other than death); or

- (b) cease to be employed by, or provide services to, the Company or the Designated Affiliates (and is not or does not continue to be a Director or officer thereof), or any company engaged to provide services to the Company or the Designated Affiliates, for any reason (other than death) or shall receive notice from the Company or any Designated Affiliate of the termination of his Employment Contract;

(the earliest to occur of any of the foregoing events being referred to herein as a "Termination"), except as otherwise provided in any Employment Contract, such Participant may, but only within the 90 days next succeeding such Termination, exercise the Options to the extent that such Participant was entitled to exercise such Options at the date of such Termination. Notwithstanding the foregoing or any Employment Contract, in no event shall such right extend beyond the Option Period.

Section 3.12 Necessary Approvals. The obligation of the Company to issue and deliver any Ordinary Shares in accordance with this Employee Share Option Plan shall be subject to any necessary approval of any Stock Exchange or regulatory authority having jurisdiction over the securities of the Company. If any Ordinary Shares cannot be issued to any Participant upon the exercise of an Option for whatever reason, the obligation of the Company to issue such Ordinary Shares shall terminate and any Exercise Price paid to the Company in respect of the exercise of such Option shall be returned to the Participant.

ARTICLE FOUR

GENERAL

Section 4.01 Effective Time of this Employee Share Option Plan. This Employee Share Option Plan shall become effective upon a date to be determined by the Directors.

Section 4.02 Amendment of Plan. The Committee may from time to time in the absolute discretion of the Committee, subject to the applicable requirements of the Stock Exchange, amend, modify and change the provisions of this Employee Share Option Plan or any Options granted pursuant to this Employee Share Option Plan, provided that any amendment, modification or change to the provisions of this Employee Share Option Plan or any Options granted pursuant to this Employee Share Option Plan which would:

- (a) materially increase the benefits under this Employee Share Option Plan or any Options granted pursuant to the Plan;
- (b) increase the number of Ordinary Shares, other than by virtue of sections 4.06 and 4.07 hereof, which may be issued pursuant to this Employee Share Option Plan; or
- (c) materially modify the requirements as to eligibility for participation in this Employee Share Option Plan;

shall only be effective upon such amendment, modification or change being approved by the shareholders of the Company, and, if required, by any Stock Exchange or any other regulatory authority having jurisdiction over the securities of the Company. In addition, if an Optionee is an Insider of the Company at the time of an amendment, modification or change that would materially increase the benefits under any of his Options granted pursuant to this Shares Option Plan, the Company must obtain disinterested shareholder approval.

Section 4.03 Non-Assignable. No rights under this Employee Share Option Plan and no Option awarded pursuant to this Employee Share Option Plan are assignable or transferable by any Participant other than pursuant to a will or by the laws of descent and distribution.

Section 4.04 Rights as a Shareholder. No Optionee shall have any rights as a shareholder of the Company with respect to any Ordinary Shares which are the subject of an Option. No Optionee shall be entitled to receive any dividends, distributions or other rights declared for shareholders of the Company for which the record date is prior to the date of issue of certificates representing Ordinary Shares acquired upon the exercise of Options of such Optionee.

Section 4.05 No Contract of Employment. Nothing contained in this Employee Share Option Plan shall confer or be deemed to confer upon any Participant the right to continue in the employment of, or to provide services to, the Company or any Designated Affiliate nor interfere or be deemed to interfere in any way with any right of the Company or any Designated Affiliate to discharge any Participant at any time for any reason whatsoever, with or without cause. Participation in any of this Employee Share Option Plan by a Participant shall be voluntary.

Section 4.06 Consolidation, Merger, etc. If there is a consolidation, merger or statutory amalgamation or arrangement of the Company with or into another company, a separation of the business of the Company into two or more entities or a sale, lease exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company to another entity, upon the exercise of an Option under this Employee Share Option Plan the holder thereof shall be entitled to receive the securities, property or cash which the holder would have received upon such consolidation, merger, amalgamation, arrangement, separation or transfer if the holder had exercised the Option immediately prior to the effective time of such event, unless the Committee otherwise determines the basis upon which such Option shall be exercisable.

Section 4.07 Adjustment in Number of Ordinary Shares Subject to the Plan. In the event there is any change in the Ordinary Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Committee in:

- (a) the number of Ordinary Shares available under this Employee Share Option Plan;
- (b) the number of Ordinary Shares subject to any Option; and
- (c) the Exercise Price of the Ordinary Shares subject to Options.

If the foregoing adjustment shall result in a fractional Ordinary Share, the fraction shall be disregarded. All such adjustments shall be conclusive, final and binding for all purposes of this Employee Share Option Plan.

Section 4.08 Securities Exchange Take-over Bid. in the event that the Company becomes the subject of a take-over bid (within the meaning of the Australian Corporations Act (2001) or the *Canadian Securities Act* (Ontario), as the case requires, and as amended from time to time) as a result of which all of the outstanding Ordinary Shares are acquired by the offeror through compulsory acquisition provisions of the incorporating statute or otherwise, and where consideration is paid in whole or in part in equity securities of the offeror, the Committee may send notice to all Optionees requiring them to surrender their Options within 10 days of the mailing of such notice, and the Optionees shall be deemed to have surrendered such Options on the tenth day after the mailing of such notice without further formality, provided that:

- (a) the Committee delivers with such notice an irrevocable and unconditional offer by the offeror to grant replacement Options to the Optionees on the equity securities offered as consideration;
- (b) the Committee has determined, in good faith, that such replacement Options have substantially the same economic value as the Options being surrendered; and

- (c) the surrender of Options and the granting of replacement Options can be effected on a tax free rollover basis under Australian or Canadian applicable law.

Section 4.09 No representation or Warranty. The Company makes no representation or warranty as to the future market value of any Ordinary Shares issued in accordance with the provisions of this Employee Share Option Plan.

Section 4.10 Participation through Registered Retirement Savings Plan's and Holding Companies. Subject to the approval of the Committee, an Eligible Employee or Eligible Director may elect, at the time rights or Options are granted under this Employee Share Option Plan, to participate in this Employee Share Option Plan by holding any rights or Options granted under this Employee Share Option Plan in a registered retirement savings plan established by such Eligible Employee or Eligible Director for the sole benefit of such Eligible Employee or Eligible Director or in a personal holding company controlled by such Eligible Employee or Eligible Director. for the purposes of this section 4.10, a personal holding company shall be deemed to be controlled by an Eligible Employee or Eligible Director if (i) voting securities carrying 100% of the votes for the election of directors of such company are held, otherwise than by way of security only, by or for the benefit of such Eligible Employee or Eligible Director and the votes carried by such voting securities are entitled, if exercised, to elect a majority of the board of directors of such company, and (ii) all of the equity securities of such company are directly held, otherwise than by way of security only, by or for the benefit of such Eligible Employee or Eligible Director. in the event that an Eligible Employee or Eligible Director elects to hold the Options granted under this Employee Share Option Plan in a registered retirement savings plan or personal holding company, such Eligible Employee or Eligible Director must submit certifications, undertakings or any other documents, if any, required by the Stock Exchange, and the provisions of this Employee Share Option Plan shall continue to apply as if the Eligible Employee or Eligible Director held such Options directly.

Section 4.11 Compliance with Applicable Law. If any provision of this Employee Share Option Plan or any Option contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction over the securities of the Company, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

Section 4.12 Interpretation. This Employee Share Option Plan shall be governed by, and be construed in accordance with, the laws of Australia and Canada, as the case requires depended upon where the Participant is domiciled.

Adopted by the Directors of the Company with Shareholder approval on the 30th day of November 2012.

SCHEDULE 2

SUMMARY OF THE TERMS OF THE PERFORMANCE RIGHTS PLAN

1. Under the PRP the Directors may offer to grant Performance Rights to any Director or company secretary or any full-time or part-time employee of the Company or a controlled entity at the Board's discretion or, subject to obtaining any necessary relief from ASIC, to a person whom the Board determines is, or controls a company which is, engaged as a consultant to provide that person's services to a company in the Group (**Eligible Person**). The Board will have regard to the Eligible Person's length of service, potential contribution to the growth and profitability of the Company or an associated company and any other matter which the Directors consider relevant.
2. Under the PRP:
 - a. The Directors shall not offer or issue any Performance Rights to any Eligible Person in accordance with the PRP if the number of Shares to be received on the exercise of the Performance Rights, when aggregated with the number of Shares in the same class which would be issued were each outstanding Performance Right or offer or option to acquire unissued Shares, being an offer made or option or Performance Right acquired pursuant to an employee equity scheme of the Company extended only to employees or directors of a member of the Group, to be accepted or exercised (as the case may be), exceeds five (5) per cent of the total number of issued Shares in the Company as at the time of the offer.
 - b. In calculating the number of Shares which may be the subject of a grant of Performance Rights pursuant to Item 2(a):
 - i. any offer made, or option acquired or share issued by way of or as a result of:
 1. an offer to a person situated at the time of receipt of the offer outside Australia; or
 2. an offer that did not need disclosure to investors because of section 708 of the Corporations Act, or
 3. any other offer permitted by Class Order 03/184 of the Australian Securities & Investment Commission (as may be amended from time to time) to be exempted, or
 - ii. Shares subject to options or Performance Rights which have lapsed, shall be disregarded.
3. Following receipt of the offer, an Eligible Person or an associate of an Eligible Person may apply for Performance Rights up to the number specified in the offer. No consideration is payable by an Eligible Person to the Company in respect of the grant of a Performance Right.
4. Performance Rights may not be offered to a Director or his or her associates without prior Shareholder approval.
5. The Board will set performance criteria to be met before the Performance Rights may be exercised (**Performance Criteria**).

6. The exercise price (if any) payable on the exercise of a Performance Right shall be determined by the Board, in its absolute discretion at the time of offering the Performance Rights.
7. The exercise period of each Performance Right shall be determined by the Board in its absolute discretion (**Expiry Date**). However, Performance Rights will only be able to be exercised once the Performance Criteria set by the Board in respect of a Performance Right have been met within the performance period set by the Board.
8. Notwithstanding item 7, the Board, in their discretion, may declare all Performance Rights to be free of any restrictions on exercise if the Board are of the opinion that a specified Event has occurred. An Event occurs when:
 - a. a takeover bid is made to the holders of Shares;
 - b. a statement is lodged with the ASX to the effect that a person has become entitled to not less than 50% of the Shares;
 - c. pursuant to an application made to the court, the court orders a meeting to be held in relation to a proposed compromise or arrangement for the purpose of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other companies;
 - d. the Company passes a resolution for voluntary winding up; or
 - e. an order is made for the compulsory winding up of the Company.
9. Notwithstanding item 7, Performance Rights may expire prior to the Expiry Date in the following circumstances:
 - a. the cessation of the Participant's employment or office which is not due to:
 - i. the death, Total and Permanent Disability, Retirement or redundancy of the Participant as determined by the Board in its absolute discretion;
 - ii. the Participant ceasing to be employed by a company within the Group as a result of a company ceasing to be a member of the Group, or a company in the Group selling a business it conducts to someone other than to another company in the Group; or
 - iii. any other reason as determined by the Board in its absolute discretion, each of which in (i) to (iii) above are a "**Qualifying Reason**".
 - b. the transfer or purported transfer of the Performance Right without the Board's prior written consent (where such transfer is otherwise not permitted by the terms of the Performance Right);
 - c. a determination of the Board that the Participant has acted fraudulently, dishonestly or in breach of the Participants obligations to the Company or any company in the Group and the Performance Right is to be forfeited; and
 - d. the Participant notifying the Company that the Participant wishes the Performance Right to lapse.

If the cessation of the Participant's employment or office is due to a Qualifying Reason and provided that the cessation date is in excess of 6 months after the date of grant, that number of Performance Rights which is proportional to the

number of days the Participant was employed or in office as compared to the applicable performance period for the Performance Right will become immediately exercisable (provided that such number of Performance Rights are exercised within 3 months of the date of cessation), save that in circumstances where the cessation is due to a Qualifying Reason and such cessation occurs after all Performance Criteria have been satisfied, other than any criteria that is solely attributable to the Participant's tenure with the Company in employment or office (e.g. vesting conditions which require the passage of time after all other Performance Criteria have already been satisfied), all Performance Rights held by such Participant will become immediately exercisable.

10. All Shares issued upon the exercise of Performance Rights will upon the allotment rank *pari passu* with all existing Shares in the capital of the Company. If the Shares are quoted, the Company will apply for quotation by ASX of all Shares allotted pursuant to the exercise of Performance Rights. However, the Company will not apply for official quotation by ASX of the Performance Rights.
11. A Performance Right may only be transferred in accordance with their terms of issue or otherwise with the prior written consent of the Board.
12. In the event of any reconstruction (including a consolidation, subdivision, reduction or return) of the issued capital of the Company, then the number of Performance Rights to which each holder of Performance Rights is entitled or the exercise price of the Performance Rights or both will be reconstructed in the manner required by the Listing Rules.
13. A Performance Right does not entitle a participant to participate in new issues of securities to holders of Shares, unless the Performance Right has been exercised and a Share has been issued or transferred to the Participant in respect of that Performance Right, before the record date for determining entitlements to securities under the new issue.
14. If the Company makes a bonus issue, the number of Shares over which a Performance Right is exercisable will be increased by the number of Shares which the holder of the Performance Right would have received if the Performance Right had been exercised before the record date for the bonus issue. The exercise price will not change.
15. If the Company makes a rights issue, the number of Shares over which a Performance Right is exercisable will not be increased by the number of Shares which the holder of the Performance Right would have received if the Performance Right had been exercised before the record date for the rights issue. The exercise price will also not change.
16. Any notice of exercise of a Performance Right received by the Company will be deemed to be a notice of the exercise of the Performance Right on the first business day after the date of receipt of the notice.
17. Shares provided to a Participant on the exercise of Performance Rights will be held on trust for that Participant by the Trustee for the duration of the restriction period (as determined by the Board) in accordance with the terms of the PRP and the trust deed to be established for the purposes of the PRP.
18. The Directors may alter, delete or add to the provisions of the PRP without obtaining the consent of Shareholders of the Company provided such alterations or deletions are consistent with the Listing Rules.

19. The rules of the PRP shall be construed in accordance with the laws of Western Australia and each Performance Right holder submits to the exclusive jurisdiction of the Courts of Western Australia.

A copy of the PRP will be sent free of charge to any Shareholder on request.

SCHEDULE 3

TERMS AND CONDITIONS OF OPTIONS ISSUED PURSUANT TO RESOLUTIONS 9, 10 and 11

The terms and conditions of the Options issue pursuant to Resolutions 9, 10 and 11 are as follows (save only for the Options issued pursuant to Resolution 11, which have an additional term as specified in paragraph (d)(iv) of Resolution 11):

(a) **Exercise Price**

The exercise price of each Option is 9 cents per Share.

(b) **Entitlement**

Each Option shall entitle the holder the right to subscribe (in cash) for one Share in the capital of the Company.

(c) **Option Period**

The Options will expire at 5.00pm WST on 1 March 2015. Subject to clause (g), Options may be exercised at any time prior to the expiry date and Options not so exercised shall automatically expire on the expiry date.

(d) **Ranking of Share Allotted on Exercise of Option**

Each Share allotted as a result of the exercise of any Option will, subject to the Constitution of the Company, rank in all respects *pari passu* with the existing Shares in the capital of the Company on issue at the date of allotment.

(e) **Voting**

A registered owner of an Option (**Option Holder**) will not be entitled to attend or vote at any meeting of the members of the Company unless they are, in addition to being an Option Holder, a member of the Company.

(f) **Transfer of an Option**

Options are transferable at any time prior to the expiry date. This right is subject to any restrictions on the transfer of Options that may be imposed by the ASX in circumstances where the Company is listed on the ASX.

(g) **Method of Exercise of an Option**

- (i) The Company will provide to each Option Holder a notice that is to be completed when exercising the Options (**Notice of Exercise of Options**). Options may be exercised by the Option Holder by completing the Notice of Exercise of Options and forwarding the same to the Company Secretary to be received prior to the expiry date. The Notice of Exercise of Options must state the number of Options exercised and the consequent number of Ordinary Shares in the capital of the Company to be allotted.
- (ii) The Notice of Exercise of Options by an Option Holder must be accompanied by payment in full for the relevant number of shares being subscribed, being an amount of 9 cents (\$0.09) per Share.
- (iii) Subject to paragraph (g)(i) above, the exercise of less than all of an Option Holder's Options will not prevent the Option Holder from exercising the whole or any part of the balance of the Option Holder's entitlement under the Option Holder's remaining Options.

- (iv) Within 14 days from the date the Option Holder properly exercises Options held by the Option Holder, the Company shall issue and allot to the Option Holder that number of Shares in the capital of the Company so subscribed for by the Option Holder.
- (v) The Company will within 3 business days from the date of issue and allotment of Shares pursuant to the exercise of an Option, apply to the ASX for, and use its best endeavours to obtain, Official Quotation of all such Shares, in accordance with the Corporations Act and the Listing Rules of the ASX.
- (vi) The Company will generally comply with the requirements of the Listing Rules in relation to the timetables imposed when quoted Options are due to expire. Where there shall be any inconsistency between the timetables outlined herein regarding the expiry of the Options and the timetable outlined in the Listing Rules, the timetable outlined in the Listing Rules shall apply.

(h) **ASX Listing**

Following the exercise of an Option, the Company will apply to ASX for quotation of the Shares issued as a result of the exercise, in accordance with the Corporations Act and the Listing Rules.

(i) **Reconstruction**

In the event of a reconstruction (including a consolidation, sub-division, reduction or return) of the issued capital of the Company, all rights of the Option Holder will be changed to the extent necessary to comply with the Listing Rules applying to the reconstruction of capital, at the time of the reconstruction.

(j) **Participation in New Share Issues**

There are no participating rights or entitlements inherent in the Options to participate in any new issues of capital which may be made or offered by the Company to its shareholders from time to time prior to the expiry date unless and until the Options are exercised. The Company will ensure that during the exercise period, the record date for the purposes of determining entitlements to any new such issue, will be at least nine (9) business days after such new issues are announced (or such other date if required under the Listing Rules) in order to afford the Option Holder an opportunity to exercise the Options held by the Option Holder.

(k) **No Change of Options Exercise Price or Number of Underlying Shares**

There are no rights to change the exercise price of the Options or the number of underlying Shares.

Australian-American Mining Corporation Limited

ABN 99 073 155 781

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

Lodge your vote:



By Mail:

Computershare Investor Services Pty Limited
GPO Box 242 Melbourne
Victoria 3001 Australia

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

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

For all enquiries call:

(within Australia) 1300 850 505
(outside Australia) +61 3 9415 4000

Proxy Form

For your vote to be effective it must be received by 11:00am (WST) Wednesday 28 November 2012

How to Vote on Items of Business

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

Appointment of Proxy

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

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

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

A proxy need not be a securityholder of the Company.

Signing Instructions

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

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

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

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

Attending the Meeting

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

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

Turn over to complete the form ➔



View the annual report or update your securityholding, 24 hours a day, 7 days a week:

<http://www.ausamerican.com>

To view or update your securityholding:

www.investorcentre.com

Your secure access information is:

SRN/HIN: I9999999999



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

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



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



I 9999999999

IND

Proxy Form

Please mark ☒ to indicate your directions

STEP 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Australian-American Mining Corporation Limited hereby appoint

☐ the Chairman of the Meeting OR

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

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the Meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of Australian-American Mining Corporation Limited to be held at Level 4, 105 St Georges Terrace, Perth, WA on Friday, 30 November 2012 at 10:00am (WST) and at any adjournment or postponement of that Meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Items 1, 7, 8, 13, and 14 (except where I/we have indicated a different voting intention below) even though Items 1, 7, 8, 13, and 14 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Items 1, 7, 8, 13, and 14 by marking the appropriate box in step 2 below.

STEP 2 Items of Business



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

		For	Against	Abstain			For	Against	Abstain
Resolution 1	Remuneration Report	☐	☐	☐	Resolution 9	Ratification of Issue of Options to Peninsula Investments (WA) Pty Ltd	☐	☐	☐
Resolution 2	Re-election of a Director - Mr Jim Malone	☐	☐	☐	Resolution 10	Ratification of Issue of Options to DJ Carmichael Pty Ltd	☐	☐	☐
Resolution 3	Re-election of a Director - Mr Don Falconer	☐	☐	☐	Resolution 11	Ratification of Issue of Options to Consultants	☐	☐	☐
Resolution 4	Re-election of a Director - Mr Richard Holmes	☐	☐	☐	Resolution 12	Ratification of Issue of Securities to Mr Dave Rogers	☐	☐	☐
Resolution 5	Re-election of a Director - Mr Mark Ceglinski	☐	☐	☐	Resolution 13	Approval of Issue of Performance Rights to Mr Jim Malone	☐	☐	☐
Resolution 6	Approval of 10% Placement Facility	☐	☐	☐	Resolution 14	Approval of Issue of Performance Rights to Mr Don Falconer	☐	☐	☐
Resolution 7	Renewal of Employee Share Option Plan (ESOP)	☐	☐	☐					
Resolution 8	Renewal of Performance Rights Plan	☐	☐	☐					

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

SIGN

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

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

Contact Name

Contact Daytime Telephone

_____ / _____ / _____

Date

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Computershare +