

Appendix 3B

New issue announcement, application for quotation of additional securities and agreement

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 1/7/96. Origin: Appendix 5. Amended 1/7/98, 1/9/99, 1/7/2000, 30/9/2001, 11/3/2002, 1/1/2003.

Name of entity

WEBJET LIMITED

ABN

68 002 013 612

We (the entity) give ASX the following information.

Part 1 - All issues

You must complete the relevant sections (attach sheets if there is not enough space).

- | | | |
|---|--|--|
| 1 | +Class of +securities issued or to be issued | OPTIONS |
| 2 | Number of +securities issued or to be issued (if known) or maximum number which may be issued | FIRST TRANCHE OPTIONS: 2,500,000
SECOND TRANCHE OPTIONS: 1,500,000
THIRD TRANCHE OPTIONS: 1,500,000 |
| 3 | Principal terms of the +securities (eg, if options, exercise price and expiry date; if partly paid +securities, the amount outstanding and due dates for payment; if +convertible securities, the conversion price and dates for conversion) | OPTIONS EXPIRY DATE
FIRST TRANCHE: 30 March 2010
SECOND TRANCHE: 30 March 2011
THIRD TRANCHE: 30 March 2012 |

+ See chapter 19 for defined terms.

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<p>4 Do the ⁺securities rank equally in all respects from the date of allotment with an existing ⁺class of quoted ⁺securities?</p> <p>If the additional securities do not rank equally, please state:</p> <ul style="list-style-type: none"> • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment 	<p>ON EXERCISE THEY RANK EQUALLY WITH ORDINARY SHARES</p>				
<p>5 Issue price or consideration</p>	<p>NIL</p>				
<p>6 Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify these assets)</p>	<p>EMPLOYEE SHARE SCHEME AGREED AT AGM 10 NOVEMBER 2004</p>				
<p>7 Dates of entering ⁺securities into uncertificated holdings or despatch of certificates</p>	<p>22 NOVEMBER 2004</p>				
<p>8 Number and ⁺class of all ⁺securities quoted on ASX (including the securities in clause 2 if applicable)</p>	<table border="1" style="width: 100%;"> <thead> <tr> <th data-bbox="686 1476 989 1514">Number</th> <th data-bbox="989 1476 1279 1514">⁺Class</th> </tr> </thead> <tbody> <tr> <td data-bbox="686 1514 989 1704" style="text-align: center;">203,565,328</td> <td data-bbox="989 1514 1279 1704" style="text-align: center;">ORDINARY</td> </tr> </tbody> </table>	Number	⁺ Class	203,565,328	ORDINARY
Number	⁺ Class				
203,565,328	ORDINARY				

⁺ See chapter 19 for defined terms.

		Number	+Class
9	Number and +class of all +securities not quoted on ASX (<i>including</i> the securities in clause 2 if applicable)	REFER ATTACHED	REFER ATTACHED
10	Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests)		

Part 2 - Bonus issue or pro rata issue

11	Is security holder approval required?	
12	Is the issue renounceable or non-renounceable?	
13	Ratio in which the +securities will be offered	
14	+Class of +securities to which the offer relates	
15	+Record date to determine entitlements	
16	Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	
17	Policy for deciding entitlements in relation to fractions	
18	Names of countries in which the entity has +security holders who will not be sent new issue documents <small>Note: Security holders must be told how their entitlements are to be dealt with. Cross reference: rule 7.7.</small>	
19	Closing date for receipt of acceptances or renunciations	

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- | | | |
|----|---|--|
| 20 | Names of any underwriters | |
| 21 | Amount of any underwriting fee or commission | |
| 22 | Names of any brokers to the issue | |
| 23 | Fee or commission payable to the broker to the issue | |
| 24 | Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of *security holders | |
| 25 | If the issue is contingent on *security holders' approval, the date of the meeting | |
| 26 | Date entitlement and acceptance form and prospectus or Product Disclosure Statement will be sent to persons entitled | |
| 27 | If the entity has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders | |
| 28 | Date rights trading will begin (if applicable) | |
| 29 | Date rights trading will end (if applicable) | |
| 30 | How do *security holders sell their entitlements <i>in full</i> through a broker? | |
| 31 | How do *security holders sell <i>part</i> of their entitlements through a broker and accept for the balance? | |

+ See chapter 19 for defined terms.

- 32 How do ⁺security holders dispose of their entitlements (except by sale through a broker)?
- 33 ⁺Despatch date

Part 3 - Quotation of securities

You need only complete this section if you are applying for quotation of securities

- 34 Type of securities
(tick one)
- (a) Securities described in Part 1
- (b) All other securities
- Example: restricted securities at the end of the escrowed period, partly paid securities that become fully paid, employee incentive share securities when restriction ends, securities issued on expiry or conversion of convertible securities

Entities that have ticked box 34(a)

Additional securities forming a new class of securities

Tick to indicate you are providing the information or documents

- 35 If the ⁺securities are ⁺equity securities, the names of the 20 largest holders of the additional ⁺securities, and the number and percentage of additional ⁺securities held by those holders
- 36 If the ⁺securities are ⁺equity securities, a distribution schedule of the additional ⁺securities setting out the number of holders in the categories
1 - 1,000
1,001 - 5,000
5,001 - 10,000
10,001 - 100,000
100,001 and over
- 37 A copy of any trust deed for the additional ⁺securities

⁺ See chapter 19 for defined terms.

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Entities that have ticked box 34(b)

38 Number of securities for which
 +quotation is sought

39 Class of +securities for which
 quotation is sought

40 Do the +securities rank equally in all
 respects from the date of allotment
 with an existing +class of quoted
 +securities?

If the additional securities do not
 rank equally, please state:

- the date from which they do
- the extent to which they
 participate for the next dividend,
 (in the case of a trust,
 distribution) or interest payment
- the extent to which they do not
 rank equally, other than in
 relation to the next dividend,
 distribution or interest payment

41 Reason for request for quotation
 now

Example: In the case of restricted securities, end of
 restriction period

(if issued upon conversion of
 another security, clearly identify that
 other security)

	Number	+Class
42 Number and +class of all +securities quoted on ASX (including the securities in clause 38)		

+ See chapter 19 for defined terms.

Quotation agreement

1 +Quotation of our additional +securities is in ASX's absolute discretion. ASX may quote the +securities on any conditions it decides.

2 We warrant the following to ASX.

- The issue of the +securities to be quoted complies with the law and is not for an illegal purpose.
- There is no reason why those +securities should not be granted +quotation.
- An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.

Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty

- Section 724 or section 1016E of the Corporations Act does not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 737, 738 or 1016F of the Corporations Act at the time that we request that the +securities be quoted.
- We warrant that if confirmation is required under section 1017F of the Corporations Act in relation to the +securities to be quoted, it has been provided at the time that we request that the +securities be quoted.
- If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.

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- 3 We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from or connected with any breach of the warranties in this agreement.
- 4 We give ASX the information and documents required by this form. If any information or document not available now, will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (will be) true and complete.

Sign here: Date:
(Director/Company secretary)

Print name:

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ANNEXURE C

Terms and conditions of Options

1. Defined terms used in these terms and conditions of Options are contained within the body of these terms and conditions and set out in clause 24 below.
2. Each Option will entitle the holder of the Option (Option Holder) to apply for and be issued one Share.
3. Subject to paragraph 4, Options will be exercisable by each Option Holder in accordance with the following:
 - (a) the First Tranche Options may be exercised at any time during the First Tranche Option Period at the First Tranche Option Price;
 - (b) the Second Tranche Options may be exercised at any time during the Second Tranche Option Period at the Second Tranche Option Price; and
 - (c) the Third Tranche Options may be exercised at any time during the Third Tranche Option Period at the Third Tranche Option Price.
4. In the event that an Option Holder's employment with the Company ceases:
 - (a) prior to the commencement of the First Tranche Option Period, all of the Options issued to that Option Holder automatically and immediately lapse and all rights of the Option Holder in respect of those Options immediately cease;
 - (b) after the commencement of the First Tranche Option Period but prior to the commencement of the Second Tranche Option Period:
 - (i) such number of Options as equals the Second and Third Tranche Options issued to that Option Holder automatically and immediately lapse and all rights of the Option Holder in respect of those Options immediately cease; and
 - (ii) the Option Holder must exercise any remaining Options within the period commencing on the date that the Option Holder's employment with the Company ceases and ending on the date that is two calendar years after that date and if such date is not a Business Day the next Business Day;

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- (c) after the commencement of the Second Tranche Option Period but prior to the commencement of the Third Tranche Option Period:
 - (i) such number of Options as equals the Third Tranche Options issued to that Option Holder automatically and immediately lapse and all rights of the Option Holder in respect of those Options immediately cease; and
 - (ii) the Option Holder must exercise any remaining Options within the period commencing on the date that the Option Holder's employment with the Company ceases and ending on the date that is two calendar years after that date and if such date is not a Business Day in Melbourne the next Business Day in Melbourne; and
 - (d) after the commencement of the Third Tranche Option Period but prior to the expiration of the Third Tranche Option Period the Option Holder must exercise any remaining Options within the earlier of the following:
 - (i) the period commencing on the date that the Option Holder's employment with the Company ceases and ending on the date that is two calendar years after that date and if such date is not a Business Day the next Business Day; and
 - (ii) the expiry of the Third Tranche Option Period.
5. The Company shall register the Options in a register of option holders to be maintained by the Company, in compliance with the *Corporations Act 2001*.
6. The Company shall amend the register promptly:
- (a) upon notice by an Option Holder of any change in its name or address or other relevant information, to record that new information; and
 - (b) to update the register following the exercise or lapse of any of the Options.
7. Quotation of the Options on the Australian Stock Exchange ("ASX") will not be sought by the Company. The Company however will apply to the ASX for official quotation of the Shares issued on exercise of any Options.
8. The Options shall not be transferred or capable of transfer by the Option Holder to any other person.

+ See chapter 19 for defined terms.

9. If an Option is not exercised on or prior to the expiry of the Option Period, the Option will automatically and immediately lapse. If an Option lapses, all rights of the Option Holder in respect of that Option immediately cease.
10. Subject to paragraphs 11 and 12 below, the Options may be exercised (wholly or in part) by giving notice in writing ("Exercise Notice") to the Company at any time during the Option Period, together with the Exercise Price for each Share to be issued on exercise and the relevant option certificate.
11. An Exercise Notice must specify the proposed date for completion of the issue of the Shares the subject of the Exercise Notice, and such date must be no later than 7 days after the delivery of the Exercise Notice and must also be before the expiry of the Option Period.
12. An Exercise Notice must also specify the number of Options being exercised, provided that such number must not be less than 1,000,000 Options in respect of each Exercise Notice. An Exercise Notice will be effective upon receipt by the Company and when given will be irrevocable.
13. An Exercise Notice will operate as an application by the Option Holder for the issue by the Company to the Option Holder of the Shares the subject of the Options on the completion date as specified in the Exercise Notice, upon and subject to the provisions of the Constitution of the Company, without necessity for any separate instrument of application by the Option Holder.
14. The exercise of some Options does not affect the Option Holder's right to exercise other Options at a later time.
15. On the completion date specified in the Exercise Notice, subject to the Company's receipt of the relevant Exercise Price payable in respect of the Options being exercised, the Company must issue the Shares the subject of the Options.
16. Shares issued on the exercise of any Options will:
 - (a) be issued upon and subject to the provisions of the Constitution of the Company and the Listing Rules of the ASX;
 - (b) upon issue, be credited as fully paid;
 - (c) rank equally in all respects with the then existing ordinary fully paid shares issued in the capital of the Company; and
 - (d) be issued upon and subject to any other terms agreed in writing between the parties from time to time.

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17. The Company will, promptly following the issue of the Shares the subject of the Options exercised, register the Option Holder in its register of members as the holder of those Shares in compliance with the *Corporations Act 2001* and apply and do all things necessary to procure the immediate listing and official quotation of the Shares on the ASX.
18. The Company shall cause the Option Holder to be provided with a holding statement for any Shares issued to the Option Holder as soon as reasonably practicable following the issue of the Shares.
19. Shares issued on exercise of any Options will rank pari passu with all existing Shares on issue in the capital of the Company from the date of issue and will be entitled to each dividend for which the books closing date for determining entitlements falls after the date of issue.
20. An Option does not confer rights to participate in new issues of securities to shareholders of the Company, unless the Option Holder has first exercised the Options and the Shares allotted in respect of the Options before the record date for determining entitlements to the issue. The Company must give notice to the Option Holder of any new issue at the same time as the Company notifies existing holders of Shares and in any event before the books closing date for determining entitlements to the issue in accordance with the Listing Rules of the ASX.
21. If the Company makes an offer of Shares pro-rata to all or substantially all holders of Shares (except a bonus issue), the Exercise Price of an Option may be reduced according to the following formula:

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

Where:

O' = the new Exercise Price of the Transaction Option.

O = the old Exercise Price of the Transaction Option.

E = the number of underlying securities into which one Option is exercisable.

P = the average market price per security (weighted by reference to volume) of the underlying securities during the 5 trading days ending before the ex rights date or ex entitlements date.

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

+ See chapter 19 for defined terms.

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

N = the number of securities with rights or entitlements that must be held to receive a right to one new security.

The number of Shares which the Option Holder is entitled to subscribe for on exercise of an Option is to remain unchanged.

22. In the event of any reorganisation (including consolidation, sub-division, reduction or return) of the issued capital of the Company, the rights of the Option Holder, including the number of Options or the Exercise Price or both, shall be reorganised (as appropriate) to the extent necessary to comply with the Listing Rules of the ASX applying to a reorganisation of capital at the time of the reorganisation.
23. Capitalised terms used in the terms and conditions shall have the following meaning, unless the context otherwise requires:

"Business Day" means a day that is not a Saturday, Sunday, bank holiday or public holiday in Melbourne, Australia..

"Company" means Webjet Limited ACN 002 013 612.

"First Tranche Options" means in respect of:

- (a) John Lemish 2,500,000 Options

"First Tranche Option Period" means the period commencing on 31 March 2005 and ending on 30 March 2010.

"First Tranche Option Price " means an amount equal to the VWAP for the 30 days prior to 31 March 2004. Actual calculated at 4.99 cents per share. For the purpose of easy calculations, set at 5.00 cents per share.

"Option Period" means in respect of:

- (a) First Tranche Options, the First Tranche Option period.
- (b) Second Tranche Options, the Second Tranche Option period.
- (c) Third Tranche Options, the Third Tranche Option period.

"Related Bodies Corporate" has the meaning given in the *Corporations Act 2001* (Cth).

"Second Tranche Options" means in respect of:

+ See chapter 19 for defined terms.

(a) John Lemish 1,500,000 Options; and

"Second Tranche Option Period" means the period commencing on 31 March 2006 and ending on 30 March 2011.

"Second Tranche Option Price " means an amount equal to the VWAP for the 30 days prior to 31 March 2005.

"Share" means one ordinary share in the capital of the Company and **"Shares"** has a corresponding meaning.

"Third Tranche Options" means in respect of:

(b) John Lemish 1,500,000 Options; and

"Third Tranche Option Period" means the period commencing on 31 March 2007 and ending on 30 March 2012.

"Third Tranche Option Price " means an amount equal to the VWAP for the 30 days prior to 31 March 2006.

"VWAP" means volume weighted average price of a Share traded on the ASX.

+ See chapter 19 for defined terms.