



Employee Salary Sacrifice Share Plan

Fortescue Metals Group Limited
ABN 57 002 594 872

As approved by the Board of directors of Fortescue Metals Group Limited on 31 May 2011.

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FORTESCUE METALS GROUP LIMITED

FORTESCUE METALS GROUP LIMITED EMPLOYEE SALARY SACRIFICE SHARE PLAN

1. Definitions and interpretation

1.1 Definitions

The following words and expressions have the following meanings unless the contrary intention appears:

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

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

Application means an application for Shares made by an Employee under the terms of an Invitation.

Application Form means an application form attached to an Invitation.

ASX means ASX Limited ACN 008 624 691 trading as the Australian Securities Exchange.

Board means all or some of the directors of the Company acting as a board, and includes a committee of the Board and a delegate of the Board.

Bonus means the amount of the cash bonus (whether discretionary or guaranteed) to which the recipient may become entitled in respect of their employment.

Bonus Share means a Share issued as part of a pro rata bonus issue to shareholders of the Company.

Business Day means a day other than a Saturday, Sunday or public holiday and on which banks are open for business generally in Western Australia.

Company means Fortescue Metals Group Limited ABN 57 002 594 872.

Corporations Act means the Corporations Act 2001 (Cwlth) as amended from time to time.

Director means any person occupying the position of a director of any Group Company (including an alternate director or managing director appointed in accordance with the relevant constitution).

Employee means a person who is in the full time or part time employment of a Group Company, or a Director.

Employer means any Group Company, and in relation to any particular Participant means the company by which that Participant is for the time being employed.

Group means the Company and each of its Subsidiaries.

Group Company means the Company or any of its Subsidiaries.

Incentive Scheme means an employee share or option scheme extended to either or both employees and directors of Group Companies, and includes the Plan.

Invitation means an invitation to apply for Shares under the Plan made in accordance with rule 3.2.

ITAA 1997 means the Income Tax Assessment Act 1997 (Cwlth) as amended from time to time.

Last Withdrawal Date means the 7 year anniversary of the date of grant of the Share.

Listing Rules means the Listing Rules of the ASX, except to the extent of any express waiver by the ASX.

Maximum Amount means the annual maximum amount which can be Salary Sacrificed by an Employee in any Australian income tax year under the Plan or any other incentive scheme for the purposes of section 83A-105(4)(c) of the ITAA 1997. The annual maximum amount for those purposes is currently \$5,000.

Participant means:

- (a) an Employee to whom a Share has been issued, transferred or allocated under the Plan; or
- (b) an Employee in respect of whom a Share has been issued, transferred or allocated to the Trustee to be held on behalf of the Employee under the Plan,

and who (in either case) has not ceased to be a Participant under rule 3.12 and includes a legal personal representative of the Participant.

Participant Share means, in relation to a Participant, a Share issued, transferred or allocated to the Trustee to be held on behalf of that Participant under the Plan.

Plan means the Fortescue Metals Group Employee Salary Sacrifice Share Plan, the rules of which are set out in this document and as amended from time to time.

Remuneration means the payments, emoluments and other benefits which the Employee may become entitled to receive from time to time as remuneration for services to be provided or work to be performed by the Employee in the course of, or in connection with, the Employee's employment as an employee of a Group Company or position as a Director including, but not limited to, salary, wages or fees (in the case of a Director), but not including any Bonus.

Salary Sacrifice means where the Employee agrees to contractually forgo part of their future pre-tax Remuneration in return for Shares.

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

Shares means fully paid ordinary shares in the capital of the Company.

Subsidiary has the same meaning as in Division 6 of Part 1.2 of the Corporations Act.

Trust means the "Fortescue Metals Group Limited Employee Share Trust", being an employee share trust established by the Company for the sole purpose of subscribing for or acquiring, delivering, allocating and holding Shares for the benefit of Participants and participants in other employee equity plans established by any Group Company from time to time.

Trust Deed means the trust deed entered into between the Company and the Trustee on or around 31 May 2011.

Trustee means Pacific Custodians Pty Limited (ABN 66 009 682 866) which has been appointed by the Company, and which agrees to act, as the initial trustee of the Trust on the terms and conditions set out in the Trust Deed.

Withdrawal Notice means a written notice given by a Participant to the Company requesting that some or all of the Participant's Shares held by the Trustee on behalf of the Participant be sold or transferred to the Participant or as that Participant directs, which notice must:

- (a) be signed by the relevant Participant;
- (b) specify the number of Shares to be sold or transferred; and
- (a) be in the form set out in the Schedule or as otherwise approved by the Board.

1.2 Interpretation

In these rules, unless the contrary intention appears:

- (a) words importing the singular include the plural and vice versa;
- (b) references to these rules, or any particular rule or paragraph of these rules, means these rules, or the relevant rule or paragraph, as amended from time to time;
- (c) references to a statute or other law include regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) references to the exercise of a power or discretion include a decision not to exercise the power or discretion;
- (e) references to a "year" mean any period of 12 months;
- (f) the words "include", "including" or "such as" are not used as, nor are they to be interpreted as words of limitation, and when introducing a list of items

does not exclude a reference to other items whether of the same class or genus or not;

- (g) "Australian dollars", "dollars", "A\$" or "\$" is a reference to the lawful currency of Australia;
- (h) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (i) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (j) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (k) if an act under these rules to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day.

1.3 Heading

Headings are for convenience only and, except where they are inserted as a means of cross-reference, do not affect the interpretation of these rules.

2. Introduction

2.1 Purpose

The Plan provides eligible Employees with an opportunity to acquire an ownership interest in the Company.

2.2 Commencement

The Plan commences on the date that the Company determines.

2.3 Rules are binding

The Company, each other Group Company and each Participant are bound by these rules.

3. Invitation, application and acceptance

3.1 Eligibility

The Board may determine the Employees who are eligible to participate in the Plan from time to time.

3.2 Invitation may be made

From time to time the Company may make an Invitation to participate in the Plan to an Employee who is eligible to participate in the Plan in accordance with rule 3.1.

3.3 Form of Application

The Invitation to an Employee must be accompanied by an Application Form.

3.4 Invitation to acquire Shares

An Invitation to an Employee to acquire Shares may be on such terms and conditions as the Board decides from time to time, including as to:

- (a) the number of Shares for which that Employee may acquire;
- (b) the market value payable for the acquisition of a Share or how that market value is to be calculated; and
- (c) the terms and conditions of the Salary Sacrifice arrangement.

3.5 Salary Sacrifice

- (a) The Board may determine the terms and conditions of the Salary Sacrifice arrangement for which Shares are offered in lieu of that Remuneration.
- (b) The Board may determine the amount of the Remuneration which may be Salary Sacrificed by each Employee, but that amount may not exceed the Maximum Amount.
- (c) Where an Invitation is made:
 - (i) the number of Shares to be issued, transferred or allocated to the Trustee to be held on behalf of a Participant will be the dollar amount of the Salary Sacrifice divided by the issue price per Share outlined in the Invitation. In the case of fractional entitlements, the number of Shares to be issued, transferred or allocated to the Trustee to be held on behalf of a Participant will be rounded up to the nearest whole Share, unless otherwise determined by the Board from time to time; and
 - (ii) such Invitation will be conditional on the Company and the Participant entering into an agreement setting out the terms and conditions of the Salary Sacrifice arrangement.
- (d) The Board may determine in its sole and absolute discretion that any Salary Sacrifice arrangement agreed to by a Participant is to be continued until the Participant ceases to participate in the Plan, subject to clause 11.

3.6 Participant agrees to be bound

Each Participant is, by submitting a completed Application Form, deemed to have agreed to be bound by:

- (a) the terms of the Invitation and Application Form;
- (b) the provisions of these rules, as amended from time to time; and
- (c) all Applicable Laws.

3.7 Acceptance of Application

The Application must be in the form included with the Invitation, and may not be made on the basis that it is subject to any terms and conditions other than those specified in the Invitation unless otherwise determined by the Board. The method of acceptance of an Application must be set out in the Application Form, including:

- (a) the name or title of the person to whom the Application must be sent; and
- (b) the date and, if the Board considers it appropriate, time by which the Application must be received by or on behalf of the Company.

3.8 When Company must receive the Application

For an Application to be effective, it must be received by or on behalf of the Company by the time and date specified in the Invitation, unless otherwise determined by the Board.

3.9 Who may apply

- (a) An Invitation is personal to the Employee to whom that Invitation is addressed and may not be transferred or renounced in favour of any other person unless otherwise determined by the Board.
- (b) On receipt of an Invitation, the Employee may apply for the Shares described in that Invitation by sending to the person designated by the Company an Application duly completed and signed in accordance with rule 3.8.

3.10 When applications will not be accepted

An Application under rule 3.9 will not be accepted if, at the date the Application would otherwise be accepted, the person making the Application:

- (a) is not an Employee;
- (b) is not the Employee to whom the relevant Invitation was addressed;
- (c) has given their Employer notice of his or her resignation as an Employee or will otherwise not be an Employee at the time the Shares the subject of the Application are due to be issued, transferred or allocated; or
- (d) has been given notice of termination of employment as an Employee or if, in the opinion of the Board, he or she has tendered his or her resignation to avoid such dismissal.

3.11 Board's discretion

The Board may determine that an Application under this rule 3 by an Employee who would otherwise be eligible to participate under these rules will not be accepted.

3.12 Cessation of membership

A person ceases to be a Participant when all other property or moneys to which the Participant is entitled under the Plan have been transferred or paid in accordance with these rules.

4. Salary Sacrifice contributions

4.1 Frequency

Each Participant must in the discretion of the Board elect, by completing the Application Form, to make their Salary Sacrifice contributions by way of:

- (a) regular deductions from the Participant's Remuneration during the relevant year; or
- (b) a lump sum deduction from the Participant's Remuneration in the first payroll period during the relevant year.

4.2 Tax treatment

- (a) Each Participant's Salary Sacrifice contribution will be made from the Participant's Remuneration prior to the deduction of any applicable income tax from that Remuneration.
- (b) This Plan is a scheme to which Subdivision 83A-C of the ITAA 1997 applies (subject to the conditions in the ITAA 1997).

4.3 Payroll deductions prior to delivery of Shares

Salary Sacrifice contributions deducted from a Participant's Remuneration will be credited to an account at an Australian authorised deposit-taking institution, with that account specifically and exclusively established for the purposes of this Plan and will be held on trust for the relevant Participant until those Salary Sacrifice contributions have been used to subscribe for, acquire or allocate Shares by the Trustees in accordance with rule 5.1.

5. Delivery of Shares

5.1 Issue, transfer or allocate

Subject to rules 6.2 and 6.3, as soon as practicable after an Application has been accepted and the relevant Participant's Salary Sacrifice contributions have been deducted from that Participant's Remuneration and credited to the account referred to in rule 4.3:

- (a) the Board will instruct the Trustee to subscribe for, acquire and/or allocate the number of Shares applied for by the Participant pursuant to the Application, and the Trustee will hold those Shares on behalf of that Participant in accordance with the terms of the Trust Deed; and
- (b) the Company will, or the Company will instruct the Trustee to, notify the Participant that the Trustee holds Shares on the Participant's behalf.

Subject to the Trustee receiving from the Company sufficient funds to subscribe for or acquire the Shares, the Board may, in its absolute discretion instruct the Trustee to either subscribe for new Shares or acquire Shares on market to be held on a Participant's behalf, or instruct the Trustee to use a combination of both alternatives.

5.2 Shares to rank pari passu

All Shares issued, transferred or allocated to the Trustee to be held on behalf of a Participant under rule 5.1 will rank pari passu in all respects with the Shares of the same class for the time being on issue except for any rights attaching to the Shares by reference to a record date prior to the date of their allotment, transfer or allocation.

5.3 Shares to be quoted on ASX

If Shares of the same class as those issued to a Participant under rule 5.1 are quoted on the ASX, the Company will apply to the ASX as required by the Listing Rules for those Shares to be quoted.

6. Restrictions on dealing with Participant Shares

6.1 Restriction on dealing

Except as provided in these rules, a Participant may not dispose of, deal in, or grant a Security Interest over, any interest in a Participant Share until the earlier of:

- (a) the end of the period of 7 years (or any other period specified by the Board in the Invitation) commencing on the date of the issue, transfer or allocation of that Participant Share; and
- (b) the end of any other period determined by the Board in accordance with relevant law.

6.2 Arrangements to enforce restriction

The Company is entitled to make any arrangements it considers necessary to enforce the restriction referred to in rule 6.1, and Participants are bound by those arrangements and must take any steps reasonably required by the Company. Without limiting this rule 6.2, the Company may require that Shares to be acquired for a Participant under the Plan are to be registered in the name of the Trustee, and are to be held by that Trustee on behalf of that Participant in accordance with the terms of the Trust Deed. The Company must ensure that a Participant is notified when Shares are acquired and registered in the name of the Trustee on behalf of that Participant pursuant to an arrangement under this rule 6.2.

6.3 Participant's agreement

By applying for Shares under these rules, each Participant undertakes that while the Shares acquired by the Participant or by the Trustee on the Participant's behalf are subject to the restriction in rule 6.1, the Participant will not take any action or permit another person to take any action to remove the arrangements made under rule 6.2.

6.4 Expiry of restriction

Upon the expiry of any restriction over a Participant Share, the Company will take all actions necessary to ensure that the Participant can deal with that Participant Share.

6.5 Cessation of restrictions in exceptional circumstances

A Participant may, in writing to the Board, request the removal of the restriction referred to in rule 6.1, but only on the basis of exceptional circumstances (which may

include where the Participant suffers severe financial hardship and/or a permanent incapacity). The Board may accept or decline the request in its sole and absolute discretion.

7. Dividends, voting rights and notices of meetings

7.1 Dividends

Where the Trustee holds Shares on behalf of a Participant, the dividends payable on those Shares will be paid by the Company to the Trustee, and the Trustee will pay any such dividends to the Participant as soon as reasonably practicable after those dividends are paid by the Company to the Trustee.

7.2 Voting rights

Where the Trustee holds Shares on behalf of a Participant, a Participant may direct the Trustee by notice in writing as to how to exercise the voting rights attaching to those Shares held on the Participant's behalf by the Trustee, either generally or in respect of a particular resolution, by way of proxy. In the absence of any such direction, the Trustee must not exercise the voting rights attaching to the Shares held on behalf of the Participant by the Trustee. The Trustee must not vote in respect of any Shares it holds on behalf of a Participant if the vote occurs by show of hands.

7.3 Notices of meetings

Where the Trustee holds Shares on behalf of a Participant, the Company must, or by direction of the Board the Trustee must, forward to a Participant a copy of any notices of meetings of members of the Company received by the Trustee, unless the Participant has notified the Trustee in writing that the Participant does not wish to receive such notices.

8. Withdrawal of Shares and transfer of Shares to Participants

8.1 Withdrawal of Shares generally

Any Shares held by the Trustee in the Trust for the benefit of a Participant pursuant to this Plan, will remain held in the Trust for the benefit of the relevant Participant and subject to this rule 8, unless and until the Shares are withdrawn from the Trust by:

- (a) the relevant Participant submitting (or being deemed to have submitted) to the Company a Withdrawal Notice;
- (b) the Board approving that Withdrawal Notice under this rule 8; and
- (c) the Trustee acting in accordance with any such approval by the Board by transferring the legal title in those Shares, or by selling those Shares, in accordance with the direction of the Participant,

provided at all times that they are not restricted Shares pursuant to rule 6.

8.2 Withdrawal Notice

A Participant may submit a Withdrawal Notice to the Company in respect of some or all of the Shares, which are not restricted Shares pursuant to rule 6, held by the Trustee on behalf of the Participant.

8.3 Board approval

The Board may approve the withdrawal from the Trust of all or a specified number of Shares held by the Trustee on behalf of a Participant if any of the following applies:

- (a) the Participant has submitted a Withdrawal Notice to the Company in respect of the relevant number of Shares;
- (b) the Participant ceases to be an Employee (in which case the Participant will be deemed to have submitted a Withdrawal Notice in respect of all of the Shares held by the Trustee on behalf of that Participant and to have directed the Trustee to transfer the legal title in those Shares to the Participant); or
- (c) the Last Withdrawal Date has been reached (in which case, the Participant will be deemed to have submitted a Withdrawal Notice in respect of all of the Shares held by the Trustee on behalf of that Participant and to have directed the Trustee to transfer the legal title in those Shares to the Participant).

8.4 Specified time, interval or periods for approval

The Board may adopt procedures for the consideration of a Withdrawal Notice, which may (amongst other things) specify times, intervals or periods at or during which the Board will consider whether or not to approve a Withdrawal Notice submitted by a Participant from time to time.

8.5 Approval must not be unreasonably withheld

The Board must not unreasonably withhold their approval of the withdrawal of Shares from the Trust that are the subject of a Withdrawal Notice validly submitted by a Participant under this rule 8. For the avoidance of doubt, nothing in this rule 8 requires the Board to:

- (a) deal with a Withdrawal Notice at an earlier time than the next time specified under any procedure adopted by the Board under rule 8.4; or
- (b) approve a Withdrawal Notice where the Board is permitted by rule 8.6 to decline to act on that Withdrawal Notice.

8.6 Board may decline approval

If a Participant owes money to any Group Company, the Board may decline to act on a Withdrawal Notice submitted, or deemed to have been submitted, by the Participant until arrangements (which are satisfactory to the Board) have been made for the payment of the money.

9. Trustee

9.1 Rights and obligations

The Board may determine and conclude agreements with the Trustee, and enforce or prosecute any rights and obligations against the Trustee under such agreements, without reference or recourse to the Participants under this Plan. Subject to the terms of the Trust Deed and without limiting the Company's rights in this regard, the Company may, pursuant to and in accordance with any such agreements:

- (a) provide funds to the Trustee in order to allow the Trustee to subscribe for and/or acquire Shares to be held on behalf of Participants under this Plan;
- (b) pay the Trustee for services provided in connection with this Plan and the Trust;
- (c) remove the Trustee and appoint a new trustee (and make any necessary arrangements or provisions for the transfer of Shares held by the Trustee for Participants to a new trustee); and
- (d) otherwise exercise any rights, responsibilities or powers afforded to it under the Trust Deed.

9.2 Costs

The Board may determine the manner in which any costs associated with the Trust and the costs incurred in the course of the performance by the Trustee of its role and duties under this Plan and the Trust Deed are to be borne.

9.3 Administration and holding of Shares

The Trustee must administer the Trust and hold Shares under the Plan in accordance with this Plan, the Trust Deed and any procedures determined by the Company and as agreed to between the Board and the Trustee.

9.4 Registration of Shares

Where Shares are held by the Trustee on behalf of a Participant, those Shares will be registered in the name of the Trustee.

10. Accounts

10.1 Separate accounts

A separate account or record will be opened and maintained by the Trustee in respect of each Participant containing details of:

- (a) the contributions made in respect of the Participant and the amount of any Salary Sacrifice;
- (b) Shares issued, acquired or allocated for the benefit of the Participant;

- (c) Shares transferred from the relevant account to the Participant pursuant to the Trust Deed;
- (d) any dividends, Bonus Shares, interest or other earnings or other amounts credited to the account; and
- (e) any proceeds from the sale or disposal of Shares or entitlements arising in connection with those Shares in accordance with the Plan.

10.2 Notification to Participants

The Trustee will notify each Participant when Shares are subscribed for, allocated and/or acquired on his or her behalf and such other information the Board considers appropriate.

11. Alteration and termination of Salary Sacrifice arrangements

11.1 Alteration of Salary Sacrifice contribution

A Participant may, in writing to the Board, request to vary the Participant's Salary Sacrifice contribution amount, only on the basis of exceptional circumstances (which may include severe financial hardship). The Board may accept or decline the request in its sole and absolute discretion.

11.2 Termination by request

A Participant may, in writing to the Board, request to terminate a prior Salary Sacrifice arrangement and their participation in the Plan at any time. Any such termination will be effective as from the commencement of the payroll period following the payroll period in which the Board receives the written termination request.

11.3 Consequences of Termination

With effect from the time the Board receives a written termination request in accordance with rule 11.2:

- (a) no further Salary Sacrifice contributions for Shares will be made in respect of the Participant;
- (b) no Shares will be subscribed for, acquired and/or allocated on the Participant's behalf in relation to any Salary Sacrifice contributions made in respect of the Participant pursuant to these rules that have not at the time of receipt of such a request by the Board been applied to the subscription, acquisition and/or allocation of Shares under these rules and any such amounts contributed that have not been applied to the subscription, acquisition and/or allocation of Shares will be paid to the Participant by the Company as soon as practicable, including any accumulated interest; and
- (c) any payment to a Participant under this rule 11.3 will, to the extent possible, be treated as a payment of Remuneration to the Participant in relation to services rendered by the Participant to any Group Company.

12. Administration of Plan

12.1 Board to administer Plan

The Plan is to be administered by the Board in accordance with these rules. The Board may make further provisions for the operation of the Plan which are consistent with these rules.

12.2 Board powers and discretions

Any power or discretion which is conferred on the Board by these rules must be exercised by the Board in the interests or for the benefit of the Company, and the Board is not, in exercising any power or discretion, under any fiduciary or other obligation to any other person.

12.3 Delegation of Board powers and discretions

Any power or discretion which is conferred on the Board by these rules including the power to invite Employees to participate in the Plan may be delegated by the Board to:

- (a) a committee consisting of such directors, other officers or employees of the Company, or any combination of such persons as the Board thinks fit;
- (b) a related body corporate of the Company; or
- (c) a third party,

for such periods and on such conditions as the Board thinks fit.

12.4 Documents

The Company may from time to time require a person invited to participate in the Plan or a Participant to complete and return such other documents as may be required by law to be completed by that person or Participant, or such other documents which the Company considers should, for legal, taxation or administrative reasons, be completed by that person or Participant.

12.5 Board decision: final and conclusive

The decision of the Board as to the interpretation, effect or application of these rules and all calculations and determination made by the Board under these rules are final, conclusive and binding in the absence of manifest error.

12.6 Suspension of Plan

The Board may from time to time suspend the operation of the Plan and may at any time cancel the Plan. The suspension or cancellation of the Plan must not prejudice the existing rights (if any) of Participants.

13. Restrictions on the Plan

Despite any other provision of these rules or any term or condition of the participation of any Participant in the Plan, no Share may be acquired by or on behalf of a Participant or other person:

- (a) if to do so would contravene Applicable Laws; or
- (b) where compliance with any Applicable Law would in the opinion of the Board be unduly onerous.

14. Amendment of the Plan

14.1 Board may amend

Subject to rules 14.2 and 14.3, the Board may at any time by written instrument, amend all or any of the provisions of these rules, including this rule 14.

14.2 No reduction of existing rights

Any amendment to the provisions of these rules must not materially reduce the rights of any Participant as they existed before the date of the amendment, unless the amendment is introduced primarily:

- (a) for the purpose of complying with or conforming to present or future State, Territory or Commonwealth legislation or the Listing Rules governing or regulating the maintenance or operation of the Plan or like plans;
- (b) to correct any manifest error or mistake; or
- (c) to enable the Plan or any Group Company to comply with Applicable Laws or applicable foreign laws.

14.3 Retrospective amendment possible

Subject to rule 14.2, any amendment made under rule 14.1 may be given retrospective effect as specified in the written instrument by which the amendment is made.

15. Termination of the Plan

The Plan terminates and is to be wound up (as provided below) on the occurrence of any of the following events:

- (a) if an order is made or an effective resolution is passed for the winding up of the Company other than for the purpose of amalgamation or reconstruction; or
- (b) if the Board determines that the Plan is to be wound up.

16. Miscellaneous provisions

16.1 Rights of Participants

Nothing in these rules:

- (a) confers on any person any expectation to become a Participant;
- (b) confers on any Employee the right to be invited to apply for, to be offered or to receive any Share;
- (c) confers on any Participant the right to continue as an employee of any Employer;
- (d) affects any rights which any Employer may have to terminate the employment of any Employee; or
- (e) may be used to increase damages in any action brought against any Employer in respect of any termination of employment.

No person, whether a Participant or otherwise, has any claim, right or interest in respect of the Plan or any Shares or other property of the Plan, whether against the Company or any other person, as a consequence of termination of the Employee's employment or appointment or otherwise, except under and in accordance with these rules.

16.2 Instructions by Participants

For the purposes of these rules, the Board, the Company and any Employer is entitled to regard any notice, direction or other communication given or purported to be given by or on behalf of a Participant (or a legal personal representative of a Participant) as valid, whether given orally or in writing. Any notice, direction or other communication given or purported to be given by or on behalf of a Participant (or a legal personal representative of a Participant) or any other person under these rules to the Company or the Employer is duly given only if actually received by the Company or Employer (as the case may be).

16.3 Attorney

Each Participant, in consideration of an Invitation, shall be deemed to irrevocably appoint the Company, and any person nominated from time to time by the Company (each an "**Attorney**"), severally, as the Participant's attorney to complete and execute any documents including applications for Shares and Share transfers and to do all acts or things on behalf of and in the name of the Participant which may be convenient or necessary for the purpose of giving effect to the provisions of these rules and the Participant shall be deemed to covenant that the Participant shall ratify and confirm any act or thing done pursuant to this power and shall release the Company, each member of the Board, each Group Company and the Attorney (where applicable) from any liability whatsoever arising from the exercise of the powers conferred by this rule and shall indemnify and hold harmless the Company, each member of the Board, each Group Company and the Attorney (where applicable) in respect thereof.

16.4 Notices

Any notice, certificate, consent, approval, waiver or other communications given by the Board, the Company or the Employer is deemed to have been duly given if:

- (a) sent by electronic mail or delivered by hand; or
- (b) sent by ordinary prepaid mail,

and is deemed to have been served:

- (c) if sent by electronic mail or delivered by hand, at the time of sending or delivery; or
- (d) if posted, three Business Days (or, if posted to a Participant's address outside Australia, seven Business Days) after the date of posting.

Delivery, transmission and postage is to the address of any Participant as indicated on the Application Form, any other address as the Board or any Participant may notify to the other or in the case of a Participant who is an Employee, the address of the place of business at which the Participant performs the whole or substantially the whole of the duties of his or her office or employment.

16.5 Governing law

These rules are governed by the laws in force in Western Australia and are construed and take effect in accordance with those laws.

Schedule – Notice of withdrawal of shares from the trust

To the Trustee of the “Fortescue Metals Group Limited Employee Share Trust”

Where Fortescue Metals Group Limited (ACN 002 594 872) (“**Company**”) has instructed the Trustee of the “Fortescue Metals Group Limited Employee Share Trust” (“**Trust**”) to subscribe for, transfer and/or allocate shares and hold those shares on my behalf, in accordance with rule 8 of the Fortescue Metals Group Employee Salary Sacrifice Share Plan (“**Plan**”), I request the Trustee to release from the Trust the following number of shares held by the Trustee on my behalf:

_____ shares

and provide the Trustee with the following instructions:

PLEASE TICK ONE BOX ONLY

- 1. Please transfer the legal title in the shares to me []
- 2. Please transfer the legal title in the shares to my nominee []

Insert full name

- 3. Please arrange for the sale of the shares on my behalf and provide me with the proceeds from the sale of those shares (less any brokerage fees or other costs incurred by the Trustee resulting from that sale) []

I acknowledge that this request is subject to, and must be read in conjunction with, the Plan, and I and/or my nominee agree to be bound by the constitution of the Company.

Date: _____

Signature: _____