

**Anthony Scott & Nicola Taws v OZ Minerals Limited**  
**Federal Court of Australia, Proceeding NSD 1433 of 2010**  
**(OZ Minerals Class Action)**

**SETTLEMENT DISTRIBUTION SCHEME**

**1. Background**

- 1.1. This Settlement Distribution Scheme establishes a procedure for distributing the Settlement Sum to be paid by OZ Minerals Limited pursuant to a settlement of Federal Court of Australia proceeding NSD 1433 of 2010 approved by the Court.
- 1.2. This Settlement Distribution Scheme does not become operative until the Court has granted Settlement Approval and may be amended before Settlement Approval is obtained.
- 1.3. The proposed Settlement Distribution Scheme provides for the following major steps:
  - a) Slater & Gordon will be appointed as Administrator of the Settlement Distribution Scheme;
  - b) By the process set out in clause 3, Slater & Gordon will either verify the entitlement of each Group Member to share the Settlement Sum and/or provide each Group Member with an opportunity to notify Slater & Gordon of any alterations, amendments or objections to the Group Member's proposed entitlement prior to the distribution out of the Settlement Distribution Fund;
  - c) Following the process set out in clause 3, Slater & Gordon will create a Confirmed Transactions Schedule and use it to calculate the entitlement of each Group Member to a distribution out of the Settlement Distribution Fund;
  - d) Slater & Gordon will notify Group Members of the calculation of their entitlement by way of an Assessment Notice and give them an opportunity to notify any objections to it;
  - e) Interest earned on the amount in the Settlement Reserve Fund and the Settlement Distribution Fund will be applied to the extent necessary for payment of Administration Costs;
  - f) Prior to any distribution to Group Members, Slater & Gordon will deduct the Applicants' Costs and any Administration Costs as approved by the Court from the OZ Minerals Settlement Distribution Fund, leaving a Residual Settlement Sum;
  - g) From the Residual Settlement Sum Slater & Gordon will distribute the entitlements of Group Members in accordance with the Group Member Loss Assessment Formula, after paying the funder, LLS, the LLS Payment.
  - h) In this Settlement Distribution Scheme, capitalised terms have the meanings ascribed to them in the Dictionary.

**2. Scheme Administrator**

- 2.1. The Settlement Distribution Fund shall be administered and applied by Slater & Gordon as Administrator.

- 2.2. In acting as Administrator (including any incidental functions) Slater & Gordon's obligation is to do so properly on behalf of the Group Members as a whole.
- 2.3. Following Settlement Approval and payment by OZ Minerals of the Settlement Sum into the Settlement Distribution Fund in accordance with clause 8(b)(2) of the Settlement Deed, Slater & Gordon shall hold and disburse the monies in the Settlement Distribution Fund subject to and in accordance with the terms of this Settlement Distribution Scheme and the Settlement Deed.
- 2.4. Notwithstanding anything elsewhere contained in this Settlement Distribution Scheme, Slater & Gordon may at any time correct any error, slip or omission occurring in the course of its administration of the Settlement Distribution Scheme.
- 2.5. Where a Group Member has a Complex Claim Slater & Gordon may rely on any information, instruction or declarations provided by a trustee, investment manager, fund manager, responsible entity, custodian or agent as if it has been provided by the Group Member itself.

### 3. **Confirmation of Trade Data**

- 3.1. Slater & Gordon shall create and maintain a Claimant Database and use reasonable endeavours to ensure the accuracy of the Trade Data and any other information it records.

#### *Simple Claims*

- 3.2. Within 7 days of the Settlement Approval Date, OZ Minerals must request Link to prepare a Registered Transaction Schedule.
- 3.3. As soon as practicable after confirmation that the Registered Transaction Schedule has been prepared Slater & Gordon must provide to Link (in an electronic form to be agreed with Link) such information from the Claimant Database concerning the Simple Claims as is required to enable Link to reconcile the Registered Transaction Schedule with the data provided from the Claimant Database.
- 3.4. Link shall reconcile the Registered Transactions Schedule with that data provided from the Claimant Database to create:
  - a) A Confirmed Transaction Schedule; and
  - b) An Unrecorded Transactions Schedule,and provide those schedules to Slater & Gordon within 14 days or as soon as practicable thereafter.
- 3.5. Within 7 days of receiving the Confirmed Transaction Schedule, Slater & Gordon shall send a notice to all Group Members listed on the Confirmed Transaction Schedule notifying them of their verified Trade Data. The accuracy of that Trade Data shall be deemed to be accepted by a Group Member unless the Group Member, within 14 days of the date of the notice, delivers to Slater & Gordon a written request for a Review together with copies of all documents on which the Group Member relies for the purposes of the Review, including any statement of reasons for seeking the Review.
- 3.6. Within 7 days of receiving the Unrecorded Transaction Schedule, Slater & Gordon shall request any person listed on it to provide such documentary support for all Unrecorded Transactions as Slater & Gordon considers necessary, supported by a statutory declaration

in the form of an OZ Minerals Share Trading Statutory Declaration. Such material to be provided to Slater & Gordon within a further 21 days.

- 3.7. Within 14 days after the deadline for the provision of documentary support for Unrecorded Transactions, Slater & Gordon shall:
- a) Determine which (if any) of the Unrecorded Transactions are Approved Unrecorded Transactions; and
  - b) Add Approved Unrecorded Transactions to the Confirmed Transaction Schedule.
- 3.8. Within 7 days of the process set out in 3.7, Slater & Gordon shall provide a notice to each Ineligible Group Member advising that their claim is ineligible and notifying the Ineligible Group Member of their right to seek a Review in accordance with clause 5, so long as their request for Review is made within 7 days of receiving notice of ineligibility.
- 3.9. The costs of any assistance provided by Link in the administration of the Settlement Distribution Scheme or as contemplated by this clause 3 are the costs of the Applicants and form part of the Administration Costs.

#### *Complex Claims*

- 3.10. In respect of each Complex Claim, Slater & Gordon will deliver to the Group Member an OZ Minerals Share Trading Statutory Declaration which will list the then available trading data pertaining to them and may require the Group Member to provide further information or documentary support regarding the trading data. Each Group Member with a Complex Claim has 28 days, or such longer period as Slater & Gordon considers in its absolute discretion to be warranted for an individual Group Member, to provide the OZ Minerals Share Trading Statutory Declaration and notify Slater & Gordon of any alterations, amendments or objections to the Trade Data.
- 3.11. If the Group Member does not provide the OZ Minerals Share Trading Statutory Declaration within the period provided for in clause 3.10 then that Group Member will become an Ineligible Group Member.
- 3.12. For all purposes of or incidental to or arising from or out of this Settlement Distribution Scheme, Trade Data submitted by Group Members by means of the OZ Minerals Share Trading Statutory Declaration or otherwise may be relied upon as accurate by Slater & Gordon, in its absolute discretion, when administering the Settlement Distribution Scheme.
- 3.13. Notwithstanding clause 3.12, if in Slater & Gordon's opinion, the Trade Data submitted by any Group Member contained within an OZ Minerals Share Trading Statutory Declaration or otherwise:
- a) contains insufficient information to substantiate the claim made by a Group Member, Slater & Gordon may in its absolute discretion by written notice require the Group Member to provide and verify by a statutory declaration such further information as Slater & Gordon may require. If the Group Member does not provide the further information in the form of a further statutory declaration, within 14 days of such a request being made, Slater & Gordon may determine that the person is an Ineligible Group Member;

- b) contains sufficient information notwithstanding that some information may not be included, Slater & Gordon may in its absolute discretion accept the Trade Data as complete.

3.14. Slater & Gordon may use the Trade Data submitted:

- a) by Group Members to Slater & Gordon (including any further information requested and provided in accordance with clause 3.7 above); and
- b) by Group Members in their OZ Minerals Share Trading Statutory Declaration, to modify the Claimant Database.

3.15. The Claimant Database shall contain the Trade Data for each Group Member, or as much of the Trade Data as the Group Member has been required to provide or has provided.

3.16. The accuracy of the Trade Data recorded in the Claimant Database shall be deemed to be accepted by a Group Member. Slater & Gordon shall use reasonable endeavours to ensure the accuracy of the Trade Data recorded in the Claimant Database.

3.17. If the procedure outline in this clause (or any part of it) cannot be put into effect for any reason, the Scheme Administrator may adopt an alternative procedure after first consulting with Oz Minerals.

3.18. Having followed the steps set out in 3.2 to 3.14 above (or such further or alternative steps as the Scheme Administrator may determine in accordance with clause 3.17) and having become reasonably satisfied that Trade Data with respect to a Group Member is correct and accurate and qualifies the Group Member as an Group Member, Slater & Gordon shall add that Group Member to the Confirmed Transaction Schedule.

#### **4. Assessment of Individual Claims and provision of Assessment Notices**

4.1. As soon as practicable after the completion of the Confirmed Transactions Schedule in accordance with clause 3, Slater & Gordon shall calculate the Assessment for each Group Member using the Trade Data in the Confirmed Transactions Schedule.

4.2. The Assessment for each Group Member shall be calculated by applying the Loss Assessment Formula to that Group Member's Trade Data.

4.3. As soon as practicable after calculating the Assessment for each Group Member, Slater & Gordon will send an Assessment Notice to each Group Member notifying them of:

- a) the Trade Data relating to that Group Member;
- b) Slater & Gordon's reasonable estimate of the Group Member's expected distribution under this Scheme;
- c) the terms of clause 4.5 below; and
- d) the availability and terms of the Review procedure in clause 5 below, and the potential for the Review process to alter Assessments for all Group Members.

4.4. If the Group Member notifies Slater & Gordon of any error, slip or omission, Slater & Gordon may correct the Assessment Notice prior to the distribution in accordance with clause 8 of this Scheme.

4.5. The accuracy of an Assessment Notice shall be deemed to be accepted by a Group Member unless the Group Member, within 7 days of the date of the Assessment Notice, delivers to Slater & Gordon a written request for a Review together with copies of all documents on which the Group Member relies for the purposes of the Review, including any statement of reasons for seeking the Review.

## 5. **Review**

5.1. If a Group Member requests a Review of

- a) part of the Confirmed Transaction Schedule;
- b) an Assessment Notice; or
- c) otherwise,

Slater & Gordon shall review the request and if satisfied that the request discloses an error, slip or omission by Slater & Gordon or any other administrative or clerical error, correct the notice to which the request relates and make all necessary incidental or consequential amendments to any other Assessment of any Group Member.

5.2. If a Group Member requests a Review, Slater & Gordon may by written notice direct the Group Member to submit such further documentation in support of the Review as it considers appropriate and such documentation must be submitted within 14 days of the date of any such written notice, failing which the request for Review shall be deemed never to have been made and the accuracy of the Confirmed Transaction Schedule or the Assessment Notice shall be deemed to be accepted by the Group Member.

5.3. Slater & Gordon shall, within 14 days of the later of the receipt of the request for the Review or the date that documents were received by under clause 5.2 above:

- a) If the Review arises from clause 3, reconsider the eligibility of or Trade Data for the Group Member and notify the Group Member of the Review Determination;
- b) If the Review arises from clause 4, calculate the value of the Group Member's claim according to the methodology prescribed in clause 4.2 above and notify the Group Member of the Review Determination; and
- c) If applicable, make all necessary incidental or consequential amendments to any other Assessment of any Group Member.

5.4. A Review Determination is final and binding, save that, prior to the expiry of seven days after notice is given of the Review Determination, the Group Member has liberty to apply to the Court at the Group Member's cost.

## 6. **Application of interest**

6.1. Interest earned on the Settlement Reserve Fund and the Settlement Distribution Fund will be applied to payment of Administration Costs if and to the extent that the Administration Costs are approved by the Court.

6.2. Subject to clause 6.1 Administration Costs shall be paid to Slater & Gordon from the Settlement Distribution Fund before the distribution to Group Members from the Settlement Distribution Fund.

6.3. If the total amount of interest earned on the Settlement Reserve Fund and the Settlement Distribution Fund exceeds the Administration Costs including any estimated Administration Costs referred to in clause 6.1 above, such residual interest will be distributed to Group Members in the proportion that their Assessments bear to the Residual Settlement Sum distributed in accordance with clause 8.

## **7. Notification of LLS Payments from Group Members**

7.1. At least 14 days before any distribution to Group Members, Slater & Gordon shall notify LLS of:

- a) the intended date of the distribution;
- b) the Final Assessment of each Group Member in accordance with clause 8 below; and
- c) the amount of the LLS Payment.

7.2. The Administrator is immune from any demand, claim or suit, at law or in equity, by Group Members in respect of any loss or damage arising as a result of any payment made by the Administrator to LLS.

## **8. Distribution**

8.1. Prior to any distribution from the Settlement Distribution Fund to Group Members:

- a) the Applicants' Costs shall be deducted from the Settlement Distribution Fund in accordance with clause 8 of the Settlement Deed;
- b) an amount for Administration Costs incurred by Slater & Gordon will be deducted as approved by the Court; and
- c) the LLS Payment will be made.

8.2. Once the payments referred to in clause 8.1 are made, the amount in the Settlement Distribution Fund, being the Residual Settlement Sum, shall then be distributed in accordance with this clause 8.

8.3. No distribution of the Residual Settlement Sum shall be made from the Settlement Distribution Fund until the Final Assessment of every Group Member has been determined.

8.4. The Residual Settlement Sum shall be allocated between Group Members in the proportion which the Final Assessment of each Group Member in respect of each Relevant Period bears to the aggregate of the Final Assessments for all Group Members in that Relevant Period.

8.5. If after the final distribution of the Settlement Distribution Fund to Group Members:

- a) any amount remains or is held in the Settlement Distribution Fund, such as further interest amounts accrued prior to the final distribution but received after the final distribution; or
- b) any cheque remains unpresented or any amount remains unclaimed for a period of 120 days;

the amount shall be distributed to the OZ Minerals.

8.6. The completion of distributions made pursuant to this clause 8 (including distributions which are unrepresented or unclaimed) shall satisfy any and all rights, claims or entitlements of all Group Members and all other Group Members in or arising out of the Proceeding.

## **9. Immunity from Claims**

9.1. The completion of distributions made pursuant to clause 8 (including unclaimed distributions or distributions made by cheques that remain unrepresented for 120 days) shall satisfy any and all rights, claims or entitlements of all Group Members in or arising out of the Proceeding.

9.2. After Settlement Approval and in accordance with clause 2(c) of the Settlement Deed, OZ Minerals will be immune from all the Allegations by all Group Members. OZ Minerals may plead this Settlement Distribution Scheme and the Settlement Deed to bar any claim or action (including a claim for costs) brought by any Group Member relating to the Allegations.

## **10. Supervision by the Court**

10.1. Slater & Gordon as the Administrator may refer any issues arising in relation to the Settlement Distribution Scheme or the administration of the Settlement Distribution Scheme to the Court for determination.

10.2. Any costs incurred in any such reference to the Court made by Slater & Gordon or the Administrator shall be deemed to be Administration Costs.

## **11. Notice**

11.1. Any notice to be given pursuant to the Settlement Distribution Scheme shall be deemed given and received for all purposes associated with this Settlement Distribution Scheme if it is:

- a) addressed to the person to whom it is to be given; and
- b) either:
  - i) delivered, or sent by pre-paid mail, to that person's postal address (being, in respect of any Group Member, the current postal address recorded in Slater & Gordon's Group Member records, as obtained from the Group Member's retainer or funding agreement, Trade Data, OZ Minerals Share Trading Statutory Declaration or directly from the Group Member);
  - ii) sent by fax to that person's fax number (being, in respect of any Group Member, the fax number included with the Trade Data or OZ Minerals Share Trading Statutory Declaration submitted by that person) and the machine from which it is sent produces a report that states that it was sent in full; or
  - iii) sent by email to that person's email address (being, in respect of a Group Member, the email address included with the Trade Data or OZ Minerals Share Trading Statutory Declaration submitted by that person) and a server through which it is transmitted produces a report that states that the email has been delivered to the inbox of the specified email address.

11.2. A notice that complies with this clause 11.1 will be deemed to have been given and received:

- a) if it was sent by mail to an addressee in Australia, two clear business days after being sent;

- b) if it is sent by mail to an addressee overseas, five clear business days after being sent;
- c) if it is delivered or sent by fax, at the time stated on the report that is produced by the machine from which it is sent; and
- d) if it is sent by email, at the time it is sent.

11.3. Where a Group Member is not a natural person and where one person has been nominated as the contact in respect of several Group Members, it is sufficient for the purpose of giving notice that any of the provisions of clause 11.2 are complied with in relation to that nominated person.

11.4. Slater & Gordon's address, fax number and email address shall be as set out below unless and until Slater & Gordon notifies the sender otherwise:

OZ Minerals Class Action  
 Slater & Gordon Ltd  
 GPO Box 1584  
 Sydney NSW 2001  
 Fax (02) 8267 0650  
 Email ozminerals@slatergordon.com.au

## 12. Time

12.1. The time for doing any act or thing under the Settlement Distribution Scheme may be extended by Slater & Gordon or by order of the Court.

## 13. Dictionary

<b>Act</b>	the <i>Federal Court of Australia Act 1976</i> (Cth).
<b>Administrator</b>	Slater & Gordon acting as the Court appointed administrator of the Settlement Distribution Scheme.
<b>Administration Costs</b>	the costs and disbursements incurred by Slater & Gordon calculated at the rates in the Retainer between the Applicants and Slater & Gordon in connection with the administration of this Settlement Distribution Scheme, including identification of Group Members, assessing Group Members' claims and administering the Settlement Distribution Scheme.
<b>Agreement</b>	the agreement recorded in the Settlement Deed.
<b>Allegations</b>	any and all claims (present and future and including any claim for costs) of the Applicants and any Group Member arising out of, or in connection with the Proceeding or the subject matter of the Proceeding.
<b>Applicants</b>	Anthony Scott and Nicola Taws.
<b>Applicants' Costs</b>	the Applicants' reasonable legal costs and disbursements on a solicitor and own client basis (calculated in accordance with the Retainer between the Applicants and Slater & Gordon) incurred on their own behalf and on behalf of all Group Members in the Proceeding
<b>Approved Unrecorded Transaction</b>	An Unrecorded Transaction which the Scheme Administrator is reasonably satisfied is a purchase or sale of Shares properly supported by documentary and/or other evidence.
<b>Assessment</b>	the value of a Group Member's claim calculated in accordance with clause 4.2.
<b>Assessment Notice</b>	the notice by the Administrator required by clause 4 of this Settlement Distribution Scheme to be sent to each Group Member setting out its assessment of the value of that Group Member's Claim.
<b>Claimant Database</b>	a database constructed by or on behalf of Slater & Gordon to contain



	the Trade Data for each Group Member and any information required to identify the Group Member, including names, addresses and telephone numbers and shall be the source of the information provided by Slater & Gordon in accordance with clause 7(c) of the Settlement Deed.
<b>Complex Claims</b>	a claim for compensation in the settlement made by Group Member via a trustee, investment manager, fund manager, responsible entity, custodian or agent or such other claims as Slater & Gordon in its discretion determine to be a Complex Claim;
<b>Confirmed Transactions Schedule</b>	An electronic schedule which identifies those of the Group Members who remain entitled to claim compensation from the settlement following the procedures set out in clause 3.
<b>Court</b>	the Federal Court of Australia.
<b>Final Assessment</b>	an Assessment contained in an Assessment Notice which has been deemed to be accepted by a Group Member under clause 4.5 or an Assessment contained in a Review Determination under clause 5.3.
<b>First Relevant Period</b>	29 February 2008 to 31 July 2008 inclusive.
<b>Funding Agreement</b>	the current funding agreement between LLS and those individual Group Members who executed such an agreement, relating to the Proceeding.
<b>Group Member</b>	a person who is entitled to participate in the settlement.
<b>Ineligible Group Member</b>	A Group Member whose claim for compensation from the settlement is not verified or proven in accordance with clause 3 and is hence ineligible to participate in the settlement or receive any distribution from the Settlement Distribution Fund in accordance with clause 8.
<b>Link</b>	Link Market Services Limited of Level 9, 33 Collins Street, Melbourne, Vic, 3000, the OZ Minerals' share registry service provider.
<b>LLS</b>	Litigation Lending Services Limited (ACN 129 188 825) as agent for Litigation Lending Services No. 7 Partnership.
<b>LLS Funding Agreement</b>	the litigation funding agreement between the Applicants and Group Members, and LLS.
<b>LLS Payment</b>	the amount payable to LLS pursuant to the terms of the Funding Agreements executed by Group Members or on such other basis as the Court orders, as notified by Slater & Gordon to LLS under clause 7.1 of this Settlement Distribution Scheme.
<b>Loss Assessment Formula</b>	the formula by which losses are calculated as set out in Schedule A of this Settlement Distribution Scheme.
<b>Notice of Proposed Settlement</b>	the notice approved by order of the Court made on 20 May 2011, in the form set out in the schedule to those orders.
<b>OZ Minerals</b>	OZ Minerals Limited (ACN 005 482 824).
<b>OZ Minerals Share Trading Statutory Declaration</b>	a statutory declaration in the form of Schedule B to this Settlement Distribution Scheme.
<b>Proceeding</b>	<i>Anthony Scott &amp; Nicola Taws v OZ Minerals Ltd</i> , Federal Court of Australia Proceeding number NSD 1433 of 2010.
<b>Registered Transactions Schedule</b>	An electronic schedule, compiled as provided in clause 3.2 which identifies all purchases and sales of shares in the OZ Minerals in each of the First and Second Relevant Periods including: the identity of each Group Member for those shares (by name and HIN or SRN); the number of shares as at the close of trading on the ASX on 28 February 2008; and the number of shares purchased and sold as recorded on the OZ Minerals' share register and the date on which those shares were purchased and sold.
<b>Residual Settlement</b>	the amount of the Settlement Sum after deduction of the Applicants'

<b>Sum</b>	Costs, Administration Costs and LLS Payment.
<b>Retainer</b>	the Costs Disclosure and Costs Agreement between Slater & Gordon and the Applicants and Group Members relating to the Proceeding.
<b>Review</b>	the procedure provided in clause 5 for the review by Slater & Gordon of part of the Confirmed Transaction Schedule or an Assessment Notice or otherwise at a Group Member's request.
<b>Review Determination</b>	Slater & Gordon's written determination to the Group Member of the calculation and the result of the Review in accordance with clause 5.3.
<b>Scott and Taws</b>	Anthony Scott and Nicola Taws.
<b>Second Relevant Period</b>	1 August 2008 to 1 December 2008 inclusive.
<b>Settlement Approval</b>	the approval of the terms of settlement of the Proceeding and the Settlement Distribution Scheme by the Court pursuant to section 33V of the Act.
<b>Settlement Approval Date</b>	the date on which orders are made in the Proceeding granting Settlement Approval.
<b>Settlement Deed</b>	the Deed of Settlement executed on 10 May 2011 between Scott and Taws, OZ Minerals, Slater & Gordon and LLS.
<b>Settlement Distribution Fund</b>	an interest bearing account with the Westpac Banking Corporation or St George Bank called the OZ Minerals Distribution Fund that shall be opened by Slater & Gordon in accordance with clause 8(a) of the Settlement Deed, and where the context admits, will include a reference to all monies in the account.
<b>Settlement Distribution Scheme</b>	the terms of this settlement distribution scheme as approved by the Court, including any Schedules.
<b>Settlement Reserve Fund</b>	an interest-bearing account opened by the OZ Minerals in accordance with clause 2(a) of the Settlement Deed.
<b>Settlement Sum</b>	the amount of \$21,000,000.00 plus interest referred to in clause 2(c)(3) of the Settlement Deed.
<b>Scheme</b>	the Settlement Distribution Scheme.
<b>Shares</b>	an interest in OZ Minerals Limited securities.
<b>Simple Claim</b>	a claim for compensation from the settlement that is not a Complex Claim
<b>Slater &amp; Gordon</b>	Slater & Gordon Ltd (ACN 097 297 400) and, where applicable, the Administrator appointed by operation of the Settlement Deed and this Settlement Distribution Scheme.
<b>Trade Data</b>	the following information for each Group Member: <ul style="list-style-type: none"> <li>• name of the Group Member</li> <li>• address;</li> <li>• email address (if applicable);</li> <li>• number of Shares as at the close of trading on the ASX on 28 February 2008;</li> <li>• details of purchase and sale transactions of Shares in the First Relevant Period, being <ul style="list-style-type: none"> <li>○ the date on which each transaction occurred;</li> <li>○ the number of Shares purchased or sold in each transaction;</li> </ul> </li> <li>• details of purchase and sale transactions of Shares in the Second Relevant Period, being: <ul style="list-style-type: none"> <li>○ the date on which each transaction occurred;</li> </ul> </li> </ul>

- the number of Shares purchased or sold in each transaction;

- any other information incidental to determining an Assessment.

A Group Member that is not recorded on the Confirmed Transactions Schedule.

***Unrecorded  
Transaction***

An electronic schedule of Unrecorded Transactions, organised by each Group Member, compiled pursuant to clause 3.

***Unrecorded  
Transactions  
Schedule***

DATE: June 2011

**Schedule A**  
**Loss Assessment Formula**

1. The First Relevant Period and Second Relevant Period will be treated as separate periods for the purpose of calculating Group Member loss.
2. The following steps will be taken to calculate the compensation for each eligible Group Member in each Relevant Period.
  - (1)  **$RP_L = (B \times I) - (S \times I)$**   
Where:  
B = number of shares bought in the Relevant Period  
S = number of shares sold in the Relevant Period  
I = the adjusted price inflation applicable at the time the shares were bought or sold  
**(Adjusted Inflation)**  
 $RP_L$  = Loss for the Relevant Period  
If  $RP_L$  is less than zero, there is no loss and the value for the Relevant Period is zero.
  - (2)  **$TL = RP_L^1 + RP_L^2$**   
Where  
TL = total Group Member loss  
 $RP_L^1$  = Loss for Relevant Period 1  
 $RP_L^2$  = Loss for Relevant Period 2
3. The Adjusted Inflation to be applied on each day in each Relevant Period shall be derived from expert material assembled in the proceeding adjusted for risk factors and other considerations. This material is privileged and confidential. The level of Adjusted Inflation to be applied throughout the Relevant Periods shall be the subject of Court approval.

## Schedule B

### OZ MINERALS SHARE TRADING STATUTORY DECLARATION

This document (including the table below containing the share transaction history) must be returned to Slater & Gordon so that it is received by Slater & Gordon no later than **[insert date]**.

Name of Claimant:            [insert name]

S&G identification number:    [insert ID #]

You are required to make a binding declaration that the information you have provided below is true. If the information is inaccurate or incomplete, you are required to correct the information and verify that the corrected information is true.

If you are in Australia, complete the following Statutory Declaration and have your declaration witnessed by an appropriate person (see below for a list).

If you are not in Australia, please provide a declaration with similar effect under the law of the jurisdiction you are in.

**Commonwealth of Australia  
STATUTORY DECLARATION  
*Statutory Declaration Act 1959 (Cth)***

I, \_\_\_\_\_  
*Name of person making declaration*

\_\_\_\_\_  
*Address of person making declaration*

\_\_\_\_\_  
*Occupation of person making declaration*

Make the following declaration under the *Statutory Declarations Act 1959*:

1.        The Claimant had an interest in OZ Minerals securities and/or Oxiana Ltd securities (with the exception of those security holders of Zinifex Ltd who became security holders of Oxiana Ltd on 1 July 2008 by reason of the merger between Zinifex Ltd and Oxiana Ltd) as specified in the table below (or as corrected in the table below by hand) (**OZ Shares**).
2.        No other claim is made in respect of the OZ Shares by anyone with a beneficial interest in the OZ Shares.

*If this Statutory Declaration is made by an agent for the Claimant, tick this box to make the declaration* 3

3. I make this declaration on the basis of the information supplied by the Claimant, believing it to be true.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959* and I believe that the statements in this declaration are true in every particular.

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*Signature of person making declaration*

Declared at \_\_\_\_\_  
Place

On \_\_\_\_\_ 2011  
Day Month

Before me:

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*Signature of person before whom the declaration is made*

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*Full name, qualification and address of person whom the declaration is made (in printed letters)*

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years – see section 11 of the *Statutory Declarations Act 1959*.

Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* – see section 5A of the *Statutory Declarations Act 1959*.

## TABLE

1. Number of shares held as at the close of trading on the ASX on 28 February 2008: \_\_\_\_\_
2. Number of shares held as at the close of trading on the ASX on 31 July 2008: \_\_\_\_\_

**First Relevant Period:**

Details of OZ Shares purchased between 29 February 2008 and 31 July 2008 inclusive and OZ Shares sold between 29 February 2008 and 31 July 2008 inclusive:

Date	Quantity	Buy or Sell

**Second Relevant Period:**

Details of OZ Shares purchased between 1 August 2008 and 1 December 2008 inclusive and OZ Shares sold between 1 August 2008 and 1 December 2008 inclusive:

Date	Quantity	Buy or Sell