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	e of entity	
THE	REJECT SHOP LIMITED	
ABN		
33 0	06 122 676	
We ((the entity) give ASX the following	information.
	rt 1 - All issues nust complete the relevant sections (attach si	heets if there is not enough space).
1	⁺ Class of ⁺ securities issued or to be issued	UNQUOTED PERFORMANCE RIGHTS
2	Number of *securities issued or to be issued (if known) or maximum number which may be issued	6,000
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)	6,000 RIGHTS ISSUED UNDER THE PERFORMANCE RIGHTS PLAN. EXERCISE PRICE OF \$1 FOR ALL RIGHTS EXERCISED. EXPIRY DATE 18/10/2017; EXERCISABLE 1/07/2016 SUBJECT TO PERFORMANCE HURDLES

⁺ See chapter 19 for defined terms.

4	Do the *securities rank equally in all respects from the date of allotment with an existing *class of quoted *securities?	NO ALLOTMENT	
	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		
5	Issue price or consideration		TION \$1 FOR ALL ERCISED BY ANY AT ANY ONE TIME.
6	Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify those assets)	REJECT	SHTS GRANTED TO S PURSUANT TO THE SHOP LIMITED NCE RIGHTS PLAN.
7	Dates of entering *securities into uncertificated holdings or despatch of certificates	10 JANUARY 2013	
		No. 1. a.	± C1
8	Number and +class of all +securities quoted on ASX (including the securities in clause 2 if applicable)	Number 26,092,220	+Class ORDINARY

Appendix 3B Page 2 1/1/2003

⁺ See chapter 19 for defined terms.

		Number	+Class
9	Number and +class of all +securities not quoted on ASX (including the securities in clause 2 if applicable)	365,100* Various EXP Dates <u>6,000</u> EXP 18/10/2017 <u>371,100</u> *This number is net of	TRSAI RIGHTS
		15,300 Performance Rights Lapsed 10/1/13	
10	Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests)	PARI PASSU ON EXE	RCISE
Part	2 - Bonus issue or pro	rata issue	
11	Is security holder approval required?	N/A	
12	Is the issue renounceable or non-renounceable?	N/A	
13	Ratio in which the *securities will be offered	N/A	
14	⁺ Class of ⁺ securities to which the offer relates	N/A	
15	⁺ Record date to determine entitlements	N/A	
16	Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	N/A	
17	Policy for deciding entitlements in relation to fractions	N/A	
18	Names of countries in which the entity has *security holders who will not be sent new issue documents	N/A	
	Note: Security holders must be told how their entitlements are to be dealt with. Cross reference: rule 7.7.		
19	Closing date for receipt of acceptances or renunciations	N/A	

⁺ See chapter 19 for defined terms.

Appendix 3B New issue announcement

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

Appendix 3B Page 4 1/1/2003

⁺ See chapter 19 for defined terms.

32	How do *security holders dispose of their entitlements (except by sale through a broker)?		
33	⁺ Despatch date	N/A	
	t 3 - Quotation of secur d only complete this section if you are app		
34	Type of securities (tick one)		
(a)	✓ Securities described in Part 1		
(b)		of the escrowed period, partly paid securities that become fully paid, employee ends, securities issued on expiry or conversion of convertible securities	
Entit	ies that have ticked box 34(
Addit	ional securities forming a new cl	ass of securities	
Tick to docume	indicate you are providing the informa	ution or	
35	1 1	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	+securities setting out the nun 1 - 1,000	ty securities, a distribution schedule of the additional of the of holders in the categories	
	1,001 - 5,000 5,001 - 10,000 10,001 - 100,000 100,001 and over		
37	A copy of any trust deed for t	he additional +securities	

⁺ See chapter 19 for defined terms.

Entities that have ticked box 34(b)

38	Number of securities for which +quotation is sought	N/A	
39	Class of *securities for which quotation is sought	N/A	
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:	N/A	
	 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	N/A	
	(if issued upon conversion of another security, clearly identify that other security)		
		Number	+Class
42	Number and +class of all +securities quoted on ASX (<i>including</i> the securities in clause 38)	N/A	

Appendix 3B Page 6 1/1/2003

⁺ See chapter 19 for defined terms.

Quotation agreement

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

⁺ See chapter 19 for defined terms.

- 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.
- 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:	DBrogger (Company Secretary)	Date:10 th January 2013
Print name:	DARREN BRIGGS	

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Appendix 3B Page 8 1/1/2003

 $^{+ \} See \ chapter \ 19 \ for \ defined \ terms.$