



AMALGAMATED
HOLDINGS
LIMITED

**AMALGAMATED HOLDINGS LIMITED
DIVIDEND REINVESTMENT PLAN
TERMS AND CONDITIONS**

Amalgamated Holdings Limited
ABN 51 000 005 103
49 Market Street, Sydney NSW 2000

AHL Dividend Reinvestment Plan Terms and Conditions

1. Definitions and interpretation

1.1 Definitions

In these Terms and Conditions, the following words and expressions have the meanings indicated unless the contrary intention appears:

AHL means Amalgamated Holdings Limited (ABN 51 000 005 103).

Allocation means:

- (a) the issue of new Shares to Participants under the DRP; or
- (b) the transfer of Shares acquired in the market or otherwise for the purposes of the DRP to Participants under the DRP.

Allocation Price:

- (a) means the price per Share at which Shares will be Allocated under the DRP at the time of each Dividend payment; and
- (b) will be calculated as an amount equal to the Market Price during the relevant Pricing Period less the Discount (if any) rounded down to the nearest cent,

provided that, if the Directors determine that not enough Shares have been sold during the Pricing Period to determine a proper Market Price or that there has been unusual trading of Shares during the Pricing Period, then the Allocation Price will instead be calculated as an amount equal to the fair market value of a Share as determined by the Directors in their absolute discretion and such determination will be final and binding on all Participants.

Application means an application by a Shareholder, or a person entitled to be registered as a Shareholder, to become a Participant.

Application Form means a form by which:

- (a) a Shareholder may make an Application; or
- (b) a Participant may apply to vary the level of, or withdraw from, participation in the DRP,

in or substantially in the form of **Schedule 1** or in such other form as is prescribed or approved by the Directors from time to time, which form may be combined with or be part of any other form or notice and may be electronic if AHL so permits.

ASX means the stock exchange operated by ASX Limited (ABN 98 008 624 691).

ASX Market Rules means the rules that form part of the operating rules of the ASX, published under that title and as amended from time to time.

Business Day a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales, Australia.

Cash Dividend means a Dividend payable to a Participant in respect of Participating Shares wholly in cash and, in the case of a Dividend payable only partly in cash, the cash component of the Dividend.

Closing Date means, in relation to a Dividend, the Record Date or any other day that is determined by the Directors to be the final date on which Application Forms must be received for that Dividend.

Constitution means the Constitution of AHL.

Directors means:

- (a) the directors for the time being and from time to time of AHL acting as a board;
- (b) a duly appointed committee of the board; or
- (c) a duly authorised delegate of the directors of AHL.

Discount means the percentage discount (if any) determined by the Directors from time to time to be applied to the Market Price in calculating the Allocation Price.

Dividend means a dividend or interim dividend of AHL declared by the Directors in respect of Shares.

Dividend Payment Date means the date on which a Dividend is paid by AHL.

DRP means the AHL Dividend Reinvestment Plan the subject of these Terms and Conditions.

DRP Account means an account maintained on behalf of a Participant by AHL for the purpose of operating the DRP with respect to that Participant.

DRP Statement means a statement from AHL referred to in **clause 8**.

Excluded Shares means Shares which, on any Record Date, are not eligible to receive a full Dividend on the next Dividend Payment Date.

Full Participant means a Participant who, for the time being and subject to any limitation by the Directors pursuant to **clause 4.1**, participates in the DRP in respect of all the Shares registered to that Participant including:

- (a) Shares currently held;
- (b) Shares allocated under the DRP;
- (c) bonus Shares (if any) subsequently allocated; and
- (d) any other Shares acquired subsequently.

Limited Participant means a Participant who, for the time being, participates in the DRP in respect of some, but not all, of the Shares registered to that Participant.

Market Price during a Pricing Period:

- (a) means the arithmetic average of the daily volume weighted average market price per Share (rounded to four decimal places) sold on the ASX during the Pricing Period, excluding all off-market trades (including but not limited to transactions identified in accordance with the ASX Market Rules as 'Special', 'Crossings' prior to the commencement of normal trading, any overseas trades or trades pursuant to the exercise of options over Shares, and any 'Crossings' during the closing phase and the after-hours adjust phase) and any other trades that the Directors determine to exclude on the basis that the trades are not fairly reflective of supply and demand; and
- (b) may be calculated by the Directors, or a qualified person nominated by the Directors, and may be determined by reference to such information as the Directors approve for the

purpose from time to time, and, in the absence of manifest error, such calculation is binding on Participants.

Non-Participating Shares means any Shares registered in the name of a Limited Participant that are not subject to the DRP.

Participant means a Shareholder participating in the DRP as a result of an Application being accepted under **clause 3**.

Participating Dividend means in respect of a Participant the total Cash Dividend payable to that Participant reduced by any amount, including withholding tax, which AHL is required to or may deduct for any reason from the Cash Dividend payable to that Participant.

Participating Share means a Share in respect of which a Participant has elected to participate in the DRP.

Pricing Period means with respect to a Dividend payment the ten [10] Trading Days commencing on the second Trading Day following the relevant Record Date (or such other period as the Directors determine and announce to the ASX).

Record Date means, in relation to a Dividend payment, the time and date on which the Share Registry is closed in order to determine entitlements to that Dividend.

Shareholder means a person registered as the holder of Shares in AHL.

Share Registry means the share registry which maintains the share register of AHL.

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

Terms and Conditions means these terms and conditions of the DRP, as amended, modified or substituted from time to time.

Trading Day means a full day on which the Shares are quoted, and not suspended from quotation or made subject to a trading halt, on ASX, provided that a day on which ASX is closed or on which trading on ASX is suspended is not a Trading Day.

1.2 Interpretation

In these Terms and Conditions, unless the contrary intention appears:

- (a) words importing gender include the masculine, feminine and neuter genders;
- (b) the singular includes the plural and vice versa;
- (c) headings are included for convenience only and will not affect the construction or interpretation of these Terms and Conditions;
- (d) other grammatical forms of defined words or expressions have corresponding meanings; and
- (e) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies.

1.3 Shareholder Reference Number or Holder Identification Number or Common Shareholder Number (CSN) New Zealand

Where a Shareholder has, in respect of distinct numbers of Shares held by that Shareholder, a separate Shareholder Reference Number, Holder Identification Number or in the case of a shareholding registered on the New Zealand branch register, a CSN, the Shareholder will, for the purpose of these Terms and Conditions, be deemed to be a separate and distinct Shareholder in relation to:

- (a) each Shareholder Reference Number, Holder Identification Number or CSN; and
- (b) the Shares from time to time allotted or transferred to that Shareholder Reference Number, Holder Identification Number or CSN.

1.4 Prevailing of ASX Listing Rules and Corporations Act

Despite anything else in these Terms and Conditions, the Listing Rules of the ASX and the *Corporations Act 2001* (Cth) prevail to the extent of any inconsistency with these Terms and Conditions.

2. The DRP

2.1 Purpose of DRP

The DRP is the means by which Shareholders may elect to receive additional Shares in substitution for Cash Dividends declared by the Company in respect of all or part of the Shares registered to them.

2.2 Commencement of DRP

The DRP and these Terms and Conditions will commence operation on such date as the Directors in their discretion determine.

2.3 Application of DRP

Participation by Shareholders in the DRP:

- (a) is optional;
- (b) is not transferable;
- (c) may be varied or withdrawn at any time; and
- (d) is subject to these Terms and Conditions.

3. Eligibility and participation

3.1 Eligibility to participate

All Shareholders whose address in the share register of AHL at the Record Date is in Australia or New Zealand may be eligible to participate in the DRP. For the avoidance of doubt, any Shareholder having a registered address in a country other than Australia or New Zealand in the share register of AHL at the Record Date will not be eligible to participate in the DRP because of the legal requirements applying in that country or other factors.

3.2 Invitation and application

Subject to **clause 3.3**, all Shareholders are eligible to participate in the DRP after:

- (a) receiving an invitation to participate in the DRP; and
- (b) AHL receives an Application Form that is complete and executed in accordance with **clause 5**.

3.3 Acceptance

The Directors may in their absolute discretion accept or refuse to accept in whole or in part any Application Form. Without limiting the generality of the above, the Directors may from time to time determine that the right to participate in the DRP is not available to Shareholders whose participation in the DRP might lead to foreign persons or associates of foreign persons acquiring a

substantial, an aggregate substantial or a significant interest in AHL in breach of the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

3.4 Notification of refusal

- (a) If the Directors refuse an Application Form, AHL must notify the relevant Shareholder of the refusal as soon as practicable afterwards.
- (b) AHL will not be obliged to state reasons for the refusal of an Application Form.

3.5 Necessary approvals

A Shareholder is solely responsible for obtaining any government or regulatory approvals and consents necessary for that Shareholder to be eligible to participate in the DRP.

4. Degrees of participation

4.1 Limitation

The Directors may in their absolute discretion determine a minimum or maximum limit on the number of Shares which Shareholders may nominate for participation in the DRP.

4.2 Nomination of levels

Shareholders may, in their Application Form, nominate one of the following two levels of participation:

(a) Full Participation

A Shareholder may nominate all Shares of that Shareholder (other than Shares in respect of which a full dividend is not then payable) to participate in the DRP. If the Shareholder's Application Form is accepted, that Shareholder will be admitted as a Full Participant.

(b) Limited Participation

A Shareholder may nominate a specific number of Shares registered in the name of that Shareholder (other than Shares in respect of which a full dividend is not then payable) to participate in the DRP. If the Shareholder's Application Form is accepted, that Shareholder will be admitted as a Limited Participant in respect of the nominated number of Shares only.

4.3 No election

If the Company receives an Application Form that is signed by a Shareholder but does not specify the level of participation desired, the Application Form will be deemed to be a request that all Shares held by the Shareholder participate in the DRP and, if that Shareholder's Application Form is accepted, that Shareholder will be admitted as a Full Participant.

4.4 Deemed full participation

If a Shareholder is registered as holding fewer Shares than the number of that Shareholder's Participating Shares, then the Shareholder will be taken to be a Full Participant until the Shareholder's registered holding exceeds the number of Shares nominated as that Shareholder's Participating Shares.

4.5 Variation

- (a) A Participant may at any time vary the level of participation (but not the Terms and Conditions of the participation) in the DRP by completing and returning to AHL a further Application Form specifying the variation to be made in the level of participation.

- (b) A variation in the level of participation will take effect from the date of receipt of that further Application Form.

4.6 Records

AHL must record:

- (a) the number of Participating Shares held by a Participant; and
 - (b) changes to the number of Participating Shares held by a Participant,
- and such records are conclusive evidence of the matters recorded.

4.7 Cessation of participation

Shares which are sold, or otherwise transferred, to a new owner will cease to participate in the DRP on registration of the transfer by or on behalf of AHL.

5. Application Form

5.1 Execution

An Application Form must be signed by the Shareholder (or Participant, as the case may be) or, if two or more persons hold Shares jointly, by each joint holder of the Shares.

5.2 Execution by body corporate

If a Shareholder or Participant is a body corporate, the Application Form (and all other notices or documents under these Terms and Conditions) must be executed in accordance with its constitution or under a power of attorney.

5.3 Power of attorney

If an Application Form is completed by an individual or a body corporate under a power of attorney, the power of attorney under which it is signed or a certified copy of that power must accompany the Application Form unless the power of attorney has previously been noted by AHL.

5.4 Separate Number

A separate Application Form must be given by a Shareholder in respect of each holding of Shares identified by a Separate Shareholder Reference Number, Holder Identification Number or Common Shareholder Number (New Zealand).

5.5 Effectiveness

- (a) Application Forms are effective upon receipt by AHL or the Share Registry.
- (b) An Application Form received by AHL to participate in the DRP or to vary the level of participation or to terminate participation in the DRP is not effective in respect of a Dividend unless it is received prior to 5.00pm, Sydney time on the relevant Closing Date.
- (c) An Application Form received after the time specified in paragraph (b) above will be effective from the next relevant Closing Date.

5.6 Duration

Formal notice by way of an Application Form remains in force until:

- (a) the Participant formally varies or terminates the Participant's participation in the DRP in accordance with these Terms and Conditions; or
 - (b) AHL terminates the DRP,
- whichever occurs earlier.

5.7 Effect of Application

By lodging an Application Form, the Shareholder (or Participant, as the case may be):

- (a) authorises AHL (and its officers or agents) to correct any error in, or omission from, the Application Form;
- (b) consents to the establishment of a DRP Account on behalf of the Shareholder;
- (c) consents to any residual positive balance referred to in **clause 6.1** being dealt with in accordance with these Terms and Conditions;
- (d) agrees to the appointment of a nominee (including a broker or the Share Registry) appointed by AHL as the agent of the Participant to acquire Shares, where AHL decides to effect Allocation to the Participant by transferring existing Shares (and for the avoidance of doubt, the Shareholder agrees to AHL or its nominee taking all steps necessary to register the acquired Shares in the name of the Shareholder, including the execution of any required Share transfers);
- (e) acknowledges that AHL may arrange for the DRP to be fully or partially underwritten in respect of any one or more Dividends;
- (f) acknowledges that neither AHL nor the Share Registry has provided the Shareholder with investment advice or financial product advice concerning the decision by the Shareholder to apply to participate in the DRP and that neither has any obligation to provide this advice; and
- (g) unconditionally agrees to the Terms and Conditions and agrees not to do any act or thing which would be contrary to the spirit, intention or purpose of the DRP.

6. Operation of the DRP

6.1 DRP Account

The Directors will establish and maintain a DRP Account for each shareholding account of each Participant and at the time of each Dividend payment the Directors will:

- (a) determine the amount of the Participating Dividend payable in respect of the Participating Shares which may be reinvested under the DRP and credit this amount to the Participant's DRP Account;
- (b) debit from the Participant's DRP Account any amount, including withholding tax, which AHL is required to or may deduct for any reason from the Dividend payment to that Participant;
- (c) determine the maximum whole number of Shares which can be acquired by the Participant under these Terms and Conditions by dividing the amount in the Participant's DRP Account by the Allocation Price determined for that Dividend, rounded down to the next whole Share;
- (d) on behalf of and in the name of the Participant, subscribe for or cause the transfer of the number of Shares determined under subparagraph (c) above and debit the aggregate Allocation Price of those Shares against the balance in the Participant's DRP account; and
- (e) carry forward, without interest, any residual positive balance to the next Dividend Payment Date when it will be aggregated with any further Participating Dividend credited to the Participant's DRP Account.

6.2 Purchase and transfer of existing Shares

- (a) The Directors in their absolute discretion, will determine, with respect to the operation of the DRP for any Dividend, whether to issue new Shares or to cause the purchase and transfer of existing Shares (or to apply a combination of both options).
- (b) If the Directors determine to cause the purchase of Shares and their transfer to Participants, the Shares may be acquired as the Directors consider appropriate including the creation of a trust (of which Participants are the beneficiaries) to acquire the Shares and then transfer or sell such Shares to Participants.

6.3 Termination of participation

If a Participant terminates their participation in the DRP or the DRP is suspended or terminated by AHL, then AHL will, at the absolute discretion of the Directors:

- (a) pay the positive residual balance in the Participant's DRP Account to the Participant on the next Dividend Payment Date; or
- (b) donate it to a charity selected by the Directors.

7. Shares Allocated under the DRP

7.1 Equal ranking

Subject to the Constitution of AHL, all Shares issued under the DRP rank equally in every respect with the existing issued Shares and participate in all Dividends subsequently declared.

7.2 Registration

Upon Allocation, the Shares will be registered on the share register on which the Participant already holds Shares or, if the Participant holds Shares on more than one share register, on the share register which the Directors in their absolute discretion determine.

7.3 Equitable Claims

AHL, unless otherwise required by law, need not recognise a person as owner of additional Shares issued or transferred under the DRP other than the registered holder of the Participating Shares in respect of which the additional Shares are issued or transferred.

7.4 ASX listing

Shares will be allotted to Participants within the time specified in the Listing Rules of the ASX and application will be made by AHL to list the Shares issued under the DRP on the ASX.

7.5 Nil costs to Participants

- (a) No brokerage, commission or other transaction costs and no stamp or other duties will be payable, under the laws applicable when the DRP commences operation, by Participants on Shares Allocated under the DRP.
- (b) AHL may, to the extent permitted by law, apply its funds in the payment of brokerage, commission or other transaction costs and stamp or other duties in respect of Shares Allocated under the DRP.

8. DRP Statements

After each Allocation, AHL will send to each Participant, on or as soon as practicable after the relevant Dividend Payment Date, a DRP Statement detailing the following information:

- (a) the number of Participating Shares of the Participant as at the relevant Record Date;

- (b) the amount of the Dividend and Cash Dividend payable on each Participating Share;
- (c) if applicable, the amount of withholding tax and any other amount which has been deducted from the Cash Dividend payable on the Participating Shares;
- (d) the total available Participating Dividend payable on the Participating Shares;
- (e) the number of Shares to be allotted to the Participant under the DRP and the date of issue of those Shares;
- (f) the Allocation Price of each Share to be allotted to the Participant under the DRP;
- (g) the franked amount (if any) of the Dividend and the imputation tax credit (if any) attaching to the Dividend;
- (h) subject to any share transactions in the intervening period, the total number of Participating Shares of the Participant after the Dividend; and
- (i) such other information as the Directors may at any time and from time to time determine.

9. Termination of participation

9.1 Application Form

Subject to **clause 5.5**, a Participant may at any time terminate participation in the DRP by completing and returning to AHL a further Application Form indicating the Participant's wish to terminate participation in the DRP.

9.2 Timing of termination

Subject to **clause 5.5**, a Participant will be deemed to have terminated the Participant's participation in the DRP:

- (a) on receipt by AHL of an Application Form in accordance with **clause 9.1**;
- (b) on registration of a transfer of all of the Participant's Participating Shares;
- (c) on termination of the DRP by the Directors;
- (d) on receipt by AHL of a written notice of death, bankruptcy or liquidation of the Participant from the Participant or the Participant's executors, trustee in bankruptcy or liquidator, as the case may be; or
- (e) on the Participant ceasing to be eligible for participation in the DRP.

9.3 Death or bankruptcy of joint-holder Participant

The death, bankruptcy or winding-up of one or more joint holders of Shares will automatically terminate the participation of the remaining Shareholder or joint Shareholders unless and until they recommence their participation in the DRP by forwarding a completed Application Form.

9.4 Participation remains available

A Share which has ceased to be a Participating Share is not prohibited from subsequently becoming again subject to the DRP.

9.5 Statement of DRP Account

Upon termination of participation for whatever reason, AHL must forward, unless otherwise directed, to the Participant or the Participant's legal representative a statement of the Participant's DRP Account made out to the date of termination.

10. Acquisition and sale of shares by Participants

10.1 Full Participant

All Shares allotted or transferred to a Full Participant under the DRP or by any other means will be added to the number of Participating Shares unless a further Application Form advising AHL to the contrary has been delivered to AHL.

10.2 Sales by Limited Participant

Unless advised by the Limited Participant to the contrary, if a Limited Participant sells or transfers Shares, the Shares sold or transferred will:

- (a) first, reduce the number of Non-Participating Shares; and
- (b) secondly, reduce the number of Participating Shares, and

if the Limited Participant sells or transfers all of the Non-Participating Shares but retains Participating Shares then the Participant will be deemed to be a Full Participant and any additional Shares allotted or transferred under the DRP will not change the Participant's status as a Full Participant.

10.3 Acquisitions by Limited Participant

If by the allotment, purchase or transfer of Shares otherwise than under the DRP, the number of Shares held by a Limited Participant increases to a number greater than the original nominated number of Participating Shares held, the excess of Shares over the number of Participating Shares are deemed to be Non-Participating Shares unless AHL is otherwise advised by a further Application Form from the Limited Participant.

11. Variation, suspension, recommencement and termination of the DRP

11.1 Resolution by Directors

The Directors may at their absolute discretion and at any time resolve to:

- (a) vary the DRP and any agreement relating to the DRP;
- (b) suspend the operation of the DRP (including a temporary suspension for one or more Dividends);
- (c) recommence the operation of the DRP; or
- (d) terminate the DRP; and,

except in the case of termination, may exercise this power more than once.

11.2 Effect of resolution

Any variation, suspension, recommencement or termination made in accordance with **clause 11.1**:

- (a) subject only to **clause 11.4**, is effective from the date of resolution or otherwise from the date determined by the Directors; and
- (b) does not give rise to any liability on the part of, or right of action against, AHL or the Directors.

11.3 Notice to Participants

AHL must give written notice to the Participants and ASX of the effective date of any variation, suspension, recommencement or termination of the DRP provided that the Directors may, at any time without the need for any notice to Participants:

- (a) vary these Terms and Conditions to comply with the Constitution, the Listing Rules of the ASX or any law; or
- (b) make minor amendments to these Terms and Conditions where such amendments are of an administrative or procedural nature.

11.4 Effective date of termination

Termination of the DRP is not effective prior to a date at least one month after the date on which notice is given by the Directors to the Participants of the intention to terminate the DRP.

11.5 Effect of variation

If the Directors vary these Terms and Conditions, the Participants continue to participate under the varied DRP unless AHL is notified by a Participant to the contrary by a further Application Form.

11.6 Effect of suspension

If the DRP is suspended:

- (a) all Shares are deemed to be Non-Participating Shares for the purpose of any Dividend paid while the DRP is suspended; and
- (b) an Application will also be suspended.

11.7 Effect of recommencement

Upon recommencement of the DRP:

- (a) all Shares which were recorded as Participating Shares immediately prior to the suspension will be reinstated as Participating Shares; and
- (b) all Applications will be reinstated.

11.8 Fault in notification

The accidental omission to give notice of any variation, suspension, recommencement or termination of the DRP to any Participant or the non-receipt of any notice by any Participant does not invalidate the variation, suspension, recommencement or termination of the DRP.

12. Administration and disputes

The Directors have absolute discretion to:

- (a) adopt any administrative procedures concerning the DRP as they deem appropriate;
- (b) delegate to any one or more persons the exercise of the powers or discretions arising under these Terms and Conditions, and
- (c) resolve any dispute concerning the DRP in the manner as they see fit; and

any such decision of the Directors is final and binding on the Participants.

13. Taxation

Neither AHL nor its Directors, officers, employees, representatives or agents:

- (a) take any responsibility, or assume any liability, for the taxation liabilities of a Participant; or

- (b) represent or warrant that a Participant (or any other person) will gain any taxation advantage, or will not incur a taxation liability or disadvantage, as a result of participation in the DRP.

14. Notices to Participants

Any notice required to be given to Participants under the Terms and Conditions are effective as of the date specified by the Directors in the notice and may be given by the Directors in any manner they determine in their absolute discretion, including by:

- (a) an announcement in a newspaper circulated or distributed generally in Australia;
- (b) despatched written notice;
- (c) an announcement on AHL's website; or
- (d) an announcement to the ASX.

15. General

15.1 Non-application of DRP

The DRP will not apply in any case where, in accordance with the constitution of AHL or otherwise by law, the Directors are entitled by law to retain all or part of a Dividend payable in respect of Shares which a Participant has nominated as participating in the DRP or where AHL is entitled to a charge over those Shares or over any relevant Dividend payable.

15.2 Powers of Directors

The Directors may:

- (a) operate the DRP in the manner the Directors think fit;
- (b) exercise powers, discretions, authorities and functions (including any power to make a choice, decision, determination or resolution) of AHL under these Terms and Conditions; and
- (c) delegate any of their or AHL's powers, discretions, authorities or functions under these Terms and Conditions to any person or persons, including the Share Registry.

15.3 No liability or responsibility

Neither AHL nor any officer, employee, agent or adviser of AHL is liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by a Participant as a result, directly or indirectly, of any one or more of:









- (a) the establishment or operation of the DRP;
- (b) participation in the DRP; or
- (c) any advice given with respect to participation in the DRP by any other person.

15.4 Governing law

The DRP, these Terms and Conditions and the operation of the DRP are governed by the laws of New South Wales, Australia.

Schedule 1 Amalgamated Holdings Limited ACN 000 005 103

Dividend Reinvestment Plan Application Form sample

 <p>AMALGAMATED HOLDINGS LIMITED ABN 51 000 005 103</p>	 <p>All correspondence to: Computershare Investor Services Pty Limited GPO Box 2975 Melbourne Victoria 3001 Australia Enquiries (within Australia) 1300 850 505 (outside Australia) 61 3 9415 4000 Facsimile 61 3 9473 2500 web.queries@computershare.com.au www.computershare.com</p>	<p>000001 000 SAM MR JOHN SAMPLE FLAT 123 SAMPLE STREET SAMPLE STREET SAMPLE STREET SAMPLETOWN VIC 3030</p>			
		<p>Securityholder Reference Number (SRN)</p>  <p>I 1234567890 I N D</p> <p> For your security keep your SRN/HIN confidential. _____</p>			
Dividend Reinvestment Plan					
<p>Use a black pen. Print in CAPITAL letters inside the grey areas.</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px 10px;">A</div> <div style="border: 1px solid black; padding: 2px 10px;">B</div> <div style="border: 1px solid black; padding: 2px 10px;">C</div> <div style="border: 1px solid black; padding: 2px 10px;">1</div> <div style="border: 1px solid black; padding: 2px 10px;">2</div> <div style="border: 1px solid black; padding: 2px 10px;">3</div> <div style="margin-left: 20px;">Where a choice is required, mark the box with an 'X'</div> <div style="border: 1px solid black; padding: 2px 10px; text-align: center;">X</div> </div>					
<p>A Notice of Variation</p> <p>I/We elect to vary our participation in the Dividend Reinvestment Plan as follows:</p> <div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px; text-align: center;">X</div> <div> <p>FULL PARTICIPATION - Including any further acquisitions.</p> </div> </div> <p style="text-align: center; margin: 5px 0;">OR</p> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px; text-align: center;">X</div> <div> <p>PARTIAL PARTICIPATION - Please specify the number of securities to participate in the DRP.</p> <div style="border: 1px solid black; width: 150px; height: 20px; margin-left: 10px;"></div> </div> </div> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px; text-align: center;">X</div> <div> <p>TERMINATION - If you wish to cancel your participation.</p> </div> </div> </div>					
<p>B Sign Here - This section <u>must</u> be signed for your instructions to be executed.</p> <p>I/We authorise you to act in accordance with my/our instructions set out above. I/We acknowledge that these instructions supersede and have priority over all previous instructions in respect to my/our securities. Where I/we have indicated participation in the Dividend Reinvestment Plan, I/we hereby agree to be bound by the Terms and Conditions of the Dividend Reinvestment Plan.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;"> <p>Individual or Securityholder 1</p> <div style="border: 1px solid black; height: 30px; margin: 5px 0;"></div> <p>Director</p> </td> <td style="width: 33%; padding: 5px;"> <p>Securityholder 2</p> <div style="border: 1px solid black; height: 30px; margin: 5px 0;"></div> <p>Director/Company Secretary</p> </td> <td style="width: 33%; padding: 5px;"> <p>Securityholder 3</p> <div style="border: 1px solid black; height: 30px; margin: 5px 0;"></div> <p>Sole Director and Sole Company Secretary</p> </td> </tr> </table> <div style="display: flex; justify-content: center; margin-top: 10px;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 5px;">Date - Day</div> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 5px;">/</div> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 5px;">Month</div> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 5px;">/</div> <div style="border: 1px solid black; padding: 2px 10px;">Year</div> </div> <p style="font-size: small; margin-top: 10px;">Note: When signed under Power of Attorney, the attorney states that they have not received a notice of revocation. Computershare Investor Services Pty Limited needs to sight a certified copy of the Power of Attorney.</p>			<p>Individual or Securityholder 1</p> <div style="border: 1px solid black; height: 30px; margin: 5px 0;"></div> <p>Director</p>	<p>Securityholder 2</p> <div style="border: 1px solid black; height: 30px; margin: 5px 0;"></div> <p>Director/Company Secretary</p>	<p>Securityholder 3</p> <div style="border: 1px solid black; height: 30px; margin: 5px 0;"></div> <p>Sole Director and Sole Company Secretary</p>
<p>Individual or Securityholder 1</p> <div style="border: 1px solid black; height: 30px; margin: 5px 0;"></div> <p>Director</p>	<p>Securityholder 2</p> <div style="border: 1px solid black; height: 30px; margin: 5px 0;"></div> <p>Director/Company Secretary</p>	<p>Securityholder 3</p> <div style="border: 1px solid black; height: 30px; margin: 5px 0;"></div> <p>Sole Director and Sole Company Secretary</p>			
 <p>A H D</p>	<p>A H D D I</p>	<p>109267_V1 </p>			

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How to complete this form

A Notice of Variation

Complete this section if you wish to vary your participation in the company's DRP.

If you wish to reinvest part of your securities in the company's DRP, please show the amount in figures of your securityholding that you wish to participate.

Please note that an election to participate fully in the Dividend Reinvestment Plan will override any instruction on the registry record regarding direct payment of cash dividends into a nominated account.

To be effective this form must be received by the Record Date for that Dividend.

If you no longer wish to participate in the Company's DRP, mark the box on the front of this form with an 'X'.

This instruction only applies to the specific holding identified by the SRNHIN and the name appearing on the front of this form.

B Signature(s)

If you have completed Section A, you must sign this form as follows in the spaces provided:-

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

Power of Attorney: to sign under Power of Attorney, you must have already lodged this document with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

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

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A H D

Please return the completed form to:

Computershare Investor Services Pty Limited
GPO Box 2975
Melbourne VIC 3001
Australia



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