



**FUTURE GENERATION**  
INVESTMENT COMPANY

# Share Purchase Plan

Future Generation Investment Company Limited (ASX: FGX) shareholders will have the opportunity to purchase a parcel of shares up to the value of \$15,000 under a Share Purchase Plan (SPP).

15 October 2018

ABN 97 063 935 553

[futuregeninvest.com.au](http://futuregeninvest.com.au)

15 October 2018

Dear Fellow Shareholders,

## **Future Generation Investment Company Limited (ASX: FGX) Share Purchase Plan**

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The Future Generation Investment Company Limited (FGX or the **Company**) Board of Directors is pleased to offer you the opportunity to participate in the FGX Share Purchase Plan (SPP). The SPP, which was announced on 8 October 2018, offers existing shareholders the opportunity to acquire up to \$15,000 worth of ordinary, fully paid FGX shares (**Shares**) without incurring any brokerage or other fees.

### **Fixed price**

The SPP will be offered to existing shareholders at a fixed price, being the pre-tax net tangible assets (NTA) as at 31 October 2018 (**Issue Price**), which will be announced on 14 November 2018.

The following worked example explains the relationship between the Issue Price and market price. Assuming the Issue Price is calculated using the 30 September 2018 pre-tax NTA of \$1.2947, less the fully franked interim dividend of 2.3 cents per share. This equates to \$1.2717 and represents a discount of 2.6% to the closing share price on 8 October 2018 (\$1.305), the day the SPP was announced, and a 4.7% discount to the volume weighted average price (VWAP) over the five trading days ending on 8 October 2018. See section 4 of the SPP Terms and Conditions for further details.

### **Placement**

The Board of Directors currently intends to offer existing FGX professional and sophisticated investors\* the ability to participate in a Placement at the same fixed price as the SPP. The Placement is currently expected to occur in the week commencing Monday, 19 November 2018.

### **Benefits to all shareholders**

The SPP and Placement will deliver benefits to all shareholders beyond the opportunity for participants to purchase shares at a discount to the current market price.

As the Company's size increases, on-market liquidity for the shares is also expected to increase. It will also increase the Company's relevance in the market, improve the prospect of broker and research coverage, and gain additional interest from financial planners.

### **Use of the additional capital**

The proceeds of the additional capital will be invested in accordance with the Company's disciplined investment process and under the guidance of the FGX Investment Committee which is responsible for selecting fund managers, managing the Company's investment portfolio and redeeming investments. As at 30 September 2018, the FGX investment has delivered performance of 10.7% per annum since inception in September 2014. The investment portfolio performance has been achieved with less volatility than the market, as measured by its standard deviation, 6.3% versus 10.8%. For the 12 months to 30 September 2018, the investment portfolio increased 16.4%, outperforming the S&P/ASX All Ordinaries Accumulation Index by 1.7%.

FGX's gross assets as at 30 September 2018 were \$460.4 million, 46.5% were allocated to long equities, 38.6% to absolute bias, 14.4% to market neutral strategies, with the remaining 0.5% held in cash and term deposits.

I encourage you to read this SPP Offer Booklet carefully and in its entirety before making a decision on whether to participate in the SPP. If you have any questions in relation to the SPP or the Placement, please contact FGX Chief Executive Officer Louise Walsh on 0419 416 618 or Nina Dunn on (02) 9247 9202 or consult your financial advisor or stockbroker.

On behalf of the Board of Directors, I thank you for your continued support for FGX.

Yours sincerely,



**Jonathan Trollip**

Chairman

Future Generation Investment Company

\*These terms are defined in the Corporations Act and refer to individuals with net assets greater than \$2.5 million, or those who earn gross income of \$250,000, or a Superannuation Fund with net assets of at least \$10 million.

# 1) SPP Terms and Conditions

The offer to purchase shares under the SPP is not a recommendation to acquire shares. If you are in any doubt about the SPP, you should consider obtaining professional financial and/or taxation advice to assist you in determining whether or not and the extent to which, you wish to participate in the SPP (taking into account your own financial situation, needs and objectives). Nothing in these terms and conditions (**SPP Terms and Conditions**), the SPP application form (**Application Form**) or any other accompanying documentation constitutes investment or financial product advice or is intended to influence your decision whether or not to participate in the SPP. If you apply to participate in the SPP by making a BPAY payment or completing and returning the Application Form with a cheque, bank draft or money order, you are accepting the risk that the market price of the shares may change. This means it is possible that, between the time you make your application and up to or after the issue date, you may be able to buy shares at a lower price than the issue price. No cooling-off regime applies in relation to the acquisition of FGX shares under the SPP.

## 1. Eligible Shareholders

- a) Subject to clauses 1(c) to 1(i), all persons registered as holders of fully paid ordinary shares in FGX (**Shares**) at 7.00pm (Sydney time) on 5 October 2018 (**Record Date**), whose registered address is in Australia or New Zealand may participate in the SPP (**Eligible Shareholders**). FGX has determined that it is not practical for holders of Shares with registered addresses in other jurisdictions to participate in the SPP.
- b) Directors and employees of FGX who are Eligible Shareholders may participate in the SPP.
- c) Shareholders who hold Shares on behalf of persons who reside outside Australia or New Zealand, are in the United States, or are acting for the account or benefit of a person in the United States are not entitled to participate in the SPP on behalf of those persons. A trustee, nominee or custodian must not participate in the SPP on behalf of, nor distribute this document or any other document relating to the SPP to, any person in the United States.

The Shares to be issued under this SPP have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or the securities laws of any state or other jurisdiction of the United States. Accordingly, Shareholders who are located in the United States or are acting for the account or benefit of a person in the United States are not Eligible Shareholders entitled to participate in the SPP.

- d) To the extent that you hold Shares on behalf of another person resident outside Australia or New Zealand, it is your responsibility to ensure that any application complies with all applicable foreign laws. You must not distribute any documents relating to the SPP to any person in the United States. Consistent with the representations, warranties and acknowledgements contained in clause 3 and the Application Form included with these SPP Terms and Conditions, you may not submit any completed Application Forms for any person in the United States or who is acting for the account or benefit of a person in the United States. Failure to comply with these restrictions may result in violations of applicable securities laws.
- e) Shareholders who are joint holders of Shares are taken to be a single registered holder of Shares for the purposes of determining whether they are an Eligible Shareholder, and the certification under clause 3(a)(v) by one joint holder will be effective in respect of the other joint holder(s).
- f) If you are a custodian (as defined in Australian Securities and Investments Commission (**ASIC**) Class Order CO 09/425), you may apply for up to A\$15,000 worth of Shares for each beneficiary subject to you delivering a certificate addressed to FGX with the following information (**Custodian Certificate**) before 5.00pm on the date the SPP closes:
  - i) confirmation of either or both of the following:
    - (1) that you hold Shares on behalf of one or more other persons (each a participating beneficiary) that are not custodians; or

- (2) that another custodian (downstream custodian) holds beneficial interests in Shares on behalf of one or more other persons (each a participating beneficiary), and you hold the Shares to which those beneficial interests relate on behalf of the downstream custodian or another custodian;
- ii) confirmation that each participating beneficiary has subsequently instructed the following persons:
  - (1) where paragraph 1(f)(i)(1) above applies – you; or
  - (2) where paragraph 1(f)(i)(2) above applies – the downstream custodian,

to apply for Shares on their behalf under the SPP;
- iii) the number of participating beneficiaries and their names and addresses;
- iv) in respect of each participating beneficiary:
  - (1) where paragraph 1(f)(i)(1) above applies – the number of Shares that you hold on their behalf; or
  - (2) where paragraph 1(f)(i)(2) above applies – the number of Shares to which the beneficial interests relate;
- v) in respect of each participating beneficiary:
  - (1) where paragraph 1(f)(i)(1) above applies – the number or the dollar amount of Shares they have instructed you to apply for on their behalf; or
  - (2) where paragraph 1(f)(i)(2) above applies – the number or the dollar amount of Shares they have instructed the downstream custodian to apply for on their behalf;
- vi) confirmation that there are no participating beneficiaries in respect of which the total of the application price for the following exceeds A\$15,000:
  - (1) the Shares applied for by you under the SPP in accordance with the instructions referred to in 1(f)(v) above; and
  - (2) any other Shares issued to you in the 12 months before the application as a result of an instruction given by them to you or the downstream custodian to apply for Shares on their behalf under an arrangement similar to the SPP;
- vii) confirmation that a copy of these SPP Terms and Conditions was given to each participating beneficiary; and
- viii) where paragraph 1(f)(i)(2) above applies – the name and address of each custodian who holds beneficial interests in the Shares held by you in relation to each participating beneficiary.
- g) If you hold Shares as a trustee or nominee for another person, but are not a custodian as defined in ASIC Class Order CO 09/425, you cannot participate for beneficiaries in the manner described above. In this case, the rules in clause 2(b) apply.
- h) Custodians wishing to participate on behalf of a beneficiary or beneficiaries must provide the certifications required by ASIC Class Order CO 09/425 and should contact the registry on the Offer Information Line to request a Custodian Certificate that contains these certifications and other details required to be provided by the Custodian.
- i) If you are an Eligible Shareholder, your rights under this offer are personal to you and are non-renounceable, which means you cannot transfer your rights to another person.

## 2. Applying for Shares

- a) Participation in the SPP is optional.
- b) Eligible Shareholders can only apply for a maximum of \$15,000 worth of Shares in aggregate under the SPP (unless you are applying as a Custodian). This limitation applies even if Eligible Shareholders receive more than one Application Form due to multiple holdings, or if they hold Shares in more than one capacity such as if they are a sole Eligible Shareholder and a joint Eligible Shareholder and/or an Eligible Shareholder with more than one holding under a separate account or designation.
- c) Eligible Shareholders may apply to purchase a parcel of Shares with a dollar amount of A\$500, A\$1,000, A\$2,500, A\$5,000, A\$7,500, A\$10,000, A\$12,500 or A\$15,000. If you are an Eligible Shareholder and wish to participate in the SPP, you must follow the instructions on the Application Form and:
  - i) if the Application form provides for Electronic Applications, you may make payment by BPAY® equivalent to the dollar amount of the parcel of Shares you wish to apply for (including providing the unique identification number provided to you for the purposes of the SPP only) (**Electronic Application**) by 5.00pm (Sydney time) on day, 23 November 2018 (**Closing Date**); or
  - ii) irrespective of whether the Application Form provides for Electronic Applications, you may complete the Application Form and provide a cheque, bank draft or money order made payable to "Future Generation Investment Company Limited" and crossed "Not Negotiable" (**Written Application**). Payments must be made in Australian dollars. Please ensure that sufficient cleared funds are held in your account, as your cheque will be banked as soon as it is received. A Written Application should be posted so that it is received by the registry by the Closing Date.

The number of Shares that you apply for will be calculated by dividing the relevant dollar amount by the Issue Price (see clause 4). If this calculation produces a fractional number, the maximum number of Shares issued will be rounded down to the nearest whole Share.

If FGX receives an amount that is not equal to A\$500, A\$1,000, A\$2,500, A\$5,000, A\$7,500, A\$10,000, A\$12,500 or A\$15,000, FGX has the ability to accept the amount. If FGX receives less than A\$500, FGX will reject your application and refund your application monies in accordance with clause 7.

If you make an Electronic Application, in applying for Shares, you represent to FGX that the total of the application price for the following does not exceed A\$15,000:

- i) the Shares the subject of the application;
- ii) any other Shares applied for under the SPP or any Shares issued under a similar arrangement in the 12 months before the application;
- iii) any other Shares which you have instructed a custodian to acquire on your behalf under the SPP; and
- iv) any other Shares issued to a custodian under an arrangement similar to the SPP in the 12 months before the application as a result of an instruction given by you to the custodian or another custodian and which resulted in you holding beneficial interests in the Shares.

It is noted that no shares in FGX have been issued pursuant to an SPP or similar arrangement in the preceding 12 months.

- d) Eligible Shareholders who receive more than one offer under the SPP (for example, because they hold Shares in more than one capacity) may apply on different Application Forms for Shares but may not apply for Shares with an aggregate dollar amount of more than A\$15,000.
- e) FGX may accept or reject your application for Shares at its discretion. FGX may reject your application in the following circumstances (among others):

- i) your Application Form is incorrectly completed, incomplete or otherwise determined by FGX to be invalid;
  - ii) you have provided FGX with application monies of less than A\$500;
  - iii) your cheque is dishonoured or the cheque, bank draft or money order that you enclose with your Application Form is not made out for the amount referred to in your Application Form;
  - iv) it appears that you are applying to acquire Shares with an aggregate application price (when aggregated with the application price of any Shares issued to you or a Custodian on your behalf under the SPP or similar arrangement in the previous 12 months) in excess of A\$15,000;
  - v) you are a custodian and you have not provided the required Custodian Certificate;
  - vi) your Application Form is received after the Closing Date. Late payments will be refunded, without interest, as soon as practicable following the issue of Shares; or
  - vii) FGX believes you are not an Eligible Shareholder (subject to compliance with any applicable ASIC or ASX Limited (ASX) requirements).
- f) References in these SPP Terms and Conditions to \$ or A\$ should be read as Australian dollars.

### 3. Effect of Making an Application

- a) If you make an Electronic Application or Written Application, by making that application:
  - i) you warrant that you have read and accepted these SPP Terms and Conditions in full and you declare that all details and statements in your Application Form are true and complete and not misleading;
  - ii) you acknowledge that you are an Eligible Shareholder using the unique identifier provided to you for purposes of the SPP only;
  - iii) you irrevocably and unconditionally agree to these SPP Terms and Conditions and the terms of the Application Form and agree not to do any act or thing that would be contrary to the spirit, intention or purpose of the SPP;
  - iv) you acknowledge your application is irrevocable and unconditional and cannot be varied;
  - v) you certify that the total of the application price for the following does not exceed A\$15,000:
    - (1) the Shares the subject of your application;
    - (2) any other Shares you applied for under the SPP or any Shares issued under a similar arrangement in the 12 months before the application;
    - (3) any other Shares which you have instructed a custodian to acquire on your behalf under the SPP; and
    - (4) any other Shares issued to a custodian under an arrangement similar to the SPP in the 12 months before the application as a result of an instruction given by you to the custodian or another custodian and which resulted in you holding beneficial interests in the shares.
  - vi) you, and each person for whose account or benefit you are acting, are not in the United States and you are not acting for the account or benefit of a person in the United States;
  - vii) you acknowledge that the Shares have not, and will not be, registered under the U.S. Securities Act or the securities laws of any state or other jurisdiction of the United States, and accordingly, the Shares may not be offered, sold or resold in the United States;



- viii) you represent that you have not, and you agree that you will not, send any materials relating to the SPP to any person in the United States; or to any person acting for the account or benefit of a person in the United States;
- ix) you accept the risk associated with any refund that may be dispatched to your address or to your nominated bank account as shown on the FGX register;
- x) you are responsible for any dishonour fees or other costs FGX may incur in presenting a cheque for payment that is dishonoured;
- xi) you acknowledge that no interest will be paid on any application monies held pending the issue of the Shares or subsequently returned to you for any reason;
- xii) you acknowledge that you have not been provided with investment advice or financial product advice by FGX or the registry and that neither of them has any obligation to provide this advice in relation to your consideration as to whether or not to participate in the SPP; and
- xiii) you acknowledge that FGX is not liable for any exercise of its discretions referred to in these SPP Terms and Conditions.

b) In addition, if you make a Written Application, by making that Written Application:

- i) you authorise FGX to correct minor errors in your Application Form and to complete the Application Form by inserting any missing minor detail; and
- ii) you acknowledge that FGX may determine that your Application Form is valid, in accordance with these SPP Terms and Conditions, even if the Application Form is incomplete, contains errors or is otherwise defective.

#### 4. Price of Shares issued under the SPP

- a) The SPP will be offered to existing shareholders at a fixed price, being the pre-tax NTA as at 31 October 2018, which will be announced on 14 November 2018.

The following worked example explains the relationship between the Issue Price and market price. Assuming the Issue Price is calculated using the 30 September 2018 pre-tax NTA of \$1.2947, less the fully franked interim dividend of 2.3 cents per share. This equates to \$1.2717 and represents a discount of 2.6% to the closing share price on 8 October 2018 (\$1.305), the day the SPP was announced, and a 4.7% discount to the **VWAP** over the five trading days ending on 8 October 2018.

FGX's actual pre-tax NTA as at 31 October 2018 will depend on the value of FGX's portfolio at that time. The value of FGX's portfolio may change and FGX's pre-tax NTA (i.e. it may rise or fall) between the date of this offer and the date the Issue Price is set.

- b) You agree to pay the Issue Price per Share for the number of Shares calculated under clause 2(a) or, if there is a Scale back (as defined below), the number of Shares calculated under clause 6.
- c) You acknowledge the risk that the market price of Shares may change (i.e., rise or fall) between the date of this offer and the date the Shares are issued to you under the SPP (**Issue Date**) which may mean that the Issue Price you pay for the Shares may exceed or be less than the market price of the Shares on the Issue Date.

#### 5. Ranking of Shares

Shares issued under the SPP will rank equally in all respects with existing Shares quoted on the ASX, with the same voting rights, dividend rights and other entitlements.

#### 6. Scale back and refunds

- a) FGX may in its absolute discretion allocate to you less than the number of Shares you have applied for (**Scale back**). If there is a Scale back, FGX may in its absolute discretion determine to apply the Scale back to the extent and in the manner that it sees fit.

- b) If there is a Scale back, you may receive less than the parcel of Shares for which you applied. If a Scale back produces a fractional number of Shares when applied to your parcel, the number of new Shares you will be allocated will be rounded down to the nearest whole number of new Shares.
- c) In the event of a Scale back, the difference between the application monies received, and the number of new Shares allocated to you multiplied by the Issue Price, will be refunded to you, without interest in the same manner as your FGX dividends are paid to you. Refunds will be made as soon as practical after the SPP closes.

## 7. Refunds

- a) Any difference between the value of the Shares you are issued (calculated using the Issue Price) and the application money you paid will be treated as follows:
- i) the difference is less than \$2, it will be retained by FGX; and
  - ii) if the difference is \$2 or more, it will be refunded to you without interest.
- b) If you are entitled to a refund of all or any of your application monies, the refund will be paid to you, without any interest, as soon as practicable after the SPP closes, by direct credit to the Australian bank account nominated by you for payment of FGX dividends or by cheque to your address shown on the Register.

## 8. Costs of Participation

No brokerage, commissions or other transaction costs will be payable by Eligible Shareholders in respect of the application for, and the issue of, Shares under the SPP.

## 9. Timetable

Record Date	Friday, 5 October 2018
Announcement of SPP	Monday, 8 October 2018
Issue of SPP Terms and Conditions	Monday, 15 October 2018
SPP opens	Tuesday, 16 October 2018
SPP and Placement price announced	Wednesday, 14 November 2018
SPP closes	Friday, 23 November 2018
Issue of SPP Shares	Monday, 3 December 2018
SPP Shares expected to commence trading on ASX	Tuesday, 4 December 2018
Despatch of SPP holding statements	Wednesday, 5 December 2018

FGX may vary any of the above dates at its discretion (even if the offer has opened, or BPAY® or Application Forms have been received) by lodging a revised timetable with the ASX.

## 10. Compliance

The offer of Shares under the SPP is made in accordance with the requirements of ASIC Class Order global (as amended).

## 11. Dispute Resolution

FGX may settle in any manner it thinks fit, any difficulties, anomalies or disputes that may arise in connection with or by reason of the operation of the SPP and the decision of FGX will be conclusive and binding on all participants and other persons to whom the determination relates.

## 12. Waiver, amendment, suspension and withdrawal

FGX may, at its discretion, waive compliance with any provision of these SPP Terms and Conditions, amend or vary these SPP Terms and Conditions, or suspend or withdraw the offer at any time. Any such waiver, amendment, variation, suspension or withdrawal will be binding on all Eligible Shareholders even where FGX does not notify you of the event.

## 13. No Underwriting

The SPP will not be underwritten.

## 14. Governing Law

These SPP Terms and Conditions are governed by the laws in force in New South Wales.



## 15. Privacy Policy

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- a) Chapter 2C of the Corporations Act 2001 requires information about you as a Shareholder including your name, address and details of the Shares you hold to be included in the public register of the entity in which you hold Shares. This information must continue to be included in the public register if you cease to be a Shareholder. The Privacy Amendment (Private Sector) Act 2000 does not alter these statutory obligations.
- b) FGX and Boardroom Pty Limited may collect personal information to process your application and implement the SPP, and to administer your Shareholding.
- c) The personal information contained on the FGX register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act 2001.
- d) The personal information we collect may include your name, address, other contact details, bank account details and details of your FGX Shareholdings.
- e) FGX Shareholders who are individuals and the other individuals in respect of whom personal information is collected, as outlined above, have certain rights to access, correct or update the personal information held about them, subject to some exceptions allowed by law. Such individuals should contact Boardroom Pty Limited in writing; The Privacy Officer, Boardroom Pty Limited, GPO Box 3993, Sydney NSW 2001 or by email [privacyofficer@boardroomlimited.com.au](mailto:privacyofficer@boardroomlimited.com.au) in the first instance if they wish to request access to that personal information. Reasons will be given if access is denied.
- f) Your personal information may be disclosed to joint investors, registry, to securities brokers, to third party service providers (including print and mail service providers, technology providers, and professional advisers), to related entities of FGX and each of their agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government

or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom we will disclose your personal information may be located overseas.

- g) The main consequence of not providing the personal information outlined in clauses 14 a) to 14 d) above would be that FGX may be hindered in, or prevented from, processing your application, and from conducting and implementing the SPP.
- h) Boardroom Pty Limited's privacy policy is available on their website: [www.boardroomlimited.com.au](http://www.boardroomlimited.com.au)

## 16. Other Terms and Conditions

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Shareholders will be bound by the constitution of FGX and these SPP Terms and Conditions by accepting the offer to acquire Shares under the SPP.

## 2) Corporate Directory

### Directors

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Jonathan Trollip (Chairman)  
Geoff Wilson AO  
David Leeton  
David Paradise AO  
Gabriel Radzyninski  
Kate Thorley  
Scott Malcolm

### Company Secretary

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Mark Licciardo

### Investment Committee

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Geoff Wilson AO (Chairman)  
Bruce Tomlinson  
David Smythe  
Gabriel Radzyninski  
Matthew Kidman

### Chief Executive Officer

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Louise Walsh

### Auditor

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Pitcher Partners

### Country of Incorporation

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Australia

### Principal registered office in Australia

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Level 11, 139 Macquarie Street  
Sydney, NSW 2000

### Contact Details

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Postal Address: GPO Box 4658  
Sydney NSW 2001  
T: (02) 9247 9202  
F: (02) 9247 6855  
E: [info@futuregeninvest.com.au](mailto:info@futuregeninvest.com.au)  
W: [www.futuregeninvest.com.au](http://www.futuregeninvest.com.au)

### Australian Securities Exchange

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Future Generation Investment Company Limited  
Shares are listed on the Australian Securities  
Exchange (ASX) under the code FGX.

### Share Registry

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Boardroom Pty Limited  
Level 12, 225 George Street  
Sydney NSW 2000  
T: (02) 9290 9600  
F: (02) 9279 0664

For enquiries relating to shareholdings,  
dividends (including participation in  
the dividend reinvestment plan and  
dividend donation plan) and related  
matters, please contact the share  
registry.

## Investment in Australia's future generation

FGX's objectives are to provide shareholders with an attractive investment and to provide an ongoing source of funding for Australian charities with a focus on children and youth at risk. The fund managers do not charge management or performance fees, allowing the Company to donate 1% of assets to the supported charities each year. FGX has partnered with 14 designated charities that provide significant benefit to young Australians in the area of children and youth at risk.

### Fund managers



### Charities



## Service providers



## Future Generation Investment Company provides:



### Shareholders

with exposure to leading Australian equity fund managers without paying management or performance fees.



### Charities

primarily focused on children and youth at risk with a consistent and growing stream of annual donations.



### Fund managers

with a unique opportunity to make a positive difference to Australia's future generations.

For more information visit [www.futuregeninvest.com.au](http://www.futuregeninvest.com.au) or contact:

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Chairman

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### Geoff Wilson AO

Founder and Director

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### Louise Walsh

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### James McNamara

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