

28 September 2020

Australian Securities Exchange  
Attention: **Companies Department**

**BY ELECTRONIC LODGEMENT**

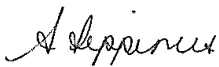
Dear Sir / Madam

**Dividend Reinvestment Plan**

Please find attached the following release on the above subject authorised by the Brickworks Board of Directors.

Yours faithfully

BRICKWORKS LIMITED



**Susan Leppinus**

Company Secretary

BKW

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

SRN WITHHELD DEC

28 September 2020

Dear Shareholder

**Dividend Reinvestment Plan**

Brickworks is pleased to introduce a Brickworks Dividend Reinvestment Plan (**DRP**).

The **DRP** will operate with respect to the FY20 final dividend payable on **25 November 2020**.

Eligible shareholders are those with a registered address in Australia or New Zealand.

The **DRP** will give you the option to reinvest all, or part of your future dividends to acquire ordinary Brickworks shares without paying any brokerage or other entry costs. For the upcoming full year dividend a discount of 2% will apply to the weighted average price of Brickworks shares (as determined under the **DRP** Rules).

**If you choose to participate in the **DRP****, your participation will be under the terms of the **DRP** Rules and will continue until you provide notice of a change in your participation status to Computershare Limited, cease to become a shareholder or the Board, at its discretion, suspends or terminates the **DRP**.

**What you need to do to participate in the **DRP****

You will need to advise us of your election to participate in the **DRP** by no later than 5:00pm (AEST) on **16 October 2020**. In light of current delays with mail, we recommend utilising Options 1 or 2 if you wish to participate in the **DRP**:

1. Calling 1300 855 080 (within Australia) or +61 3 9415 4000 (outside Australia)  
Please have this form with you to verify your shareholder information.
2. Visiting Easy Update website at [www.computershare.com.au/easyupdate/bkw](http://www.computershare.com.au/easyupdate/bkw) and entering your SRN/HIN located at the top of this letter and your postcode/country (for New Zealand residents);
3. Complete the enclosed **DRP** application form and returning it in the envelope provided.

**If you do not wish to participate in the **DRP**, you do not need to take any further action**, in which case, any dividends declared by Brickworks will be paid to you in accordance with your existing payment instructions.

**Further information**

Details of the operation of the **DRP** including the **DRP** Rules are set out in the Booklet enclosed with this letter and can also be obtained by contacting Brickworks' Share Registrar, Computershare Limited, on 1300 855 080 or if outside Australia, call + 61 3 9415 4000, Monday to Friday from 830am to 6pm, AEST. Please read the information provided carefully and seek your own independent advice before determining if you wish to participate in the **DRP**.

Yours faithfully

**Robert Millner**  
Chairman  
Brickworks Limited

## Return your information:



### Online:

[www.investorcentre.com/contact](http://www.investorcentre.com/contact)



### By Mail:

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

## Enquiries:

(within Australia) 1300 850 505  
(international) +61 3 9415 4000

Securityholder Reference Number (SRN)

BKW

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

SRN WITHHELD DEC

For your security keep your SRN/HIN confidential. ....

## Dividend Reinvestment Plan

Use a black pen.  
Print in **CAPITAL** letters  
inside the grey areas.

A B C

1 2 3

Where a choice is required,  
mark the box with an 'X'

X

### A Dividend Reinvestment Plan (DRP)



ALL

Please mark this box with an 'X' if you wish all of your holding to participate in the company's DRP.



PART

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Show the number of securities you wish to participate in the company's DRP.

### B Sign Here - This section must be signed for your instructions to be executed.

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.

Individual or Securityholder 1

--

Director

Securityholder 2

--

Director/Company Secretary

Securityholder 3

--

Sole Director and Sole Company Secretary

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.

Date - Day

Month

Year

		/			/				
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How to complete this form

**A**

### Dividend Reinvestment Plan (DRP)

Complete this section if you wish to have your cash dividends reinvested in the form of more company securities.

If you wish to reinvest all of your securities in the company’s **DRP**, please cross the box marked **ALL**.

If you wish to reinvest part of your securities in the company’s **DRP**, please show the number of securities 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.

This instruction only applies to the specific holding identified by the **SRN/HIN** and the name appearing on the front of this form.

**B**

### Signature(s)

If you have chosen to have your cash dividends fully or partially reinvested into company securities and 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.

Please return the completed form to:

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

DI001

BKW



# **BRICKWORKS**

**LIMITED**

# **Dividend Reinvestment Plan**

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**Brickworks Limited** ACN 000 028 526

Dated: 24 September 2020

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# Features

## of the Plan

The Brickworks Dividend Reinvestment Plan (“the **Plan**”) provides holders of ordinary Shares in Brickworks (“the **Company**”) with a convenient method of reinvesting all or part of their dividends in ordinary shares in the Company. The Plan will commence in respect of the forthcoming Dividend, which is scheduled for payment on 25 November 2020.\*

This gives shareholders the choice of applying dividends declared by the Company to subscribe for fully paid ordinary Shares in the Company rather than receiving those dividends in cash.

### Features of the Plan include:

- ▶ Participation is entirely voluntary and you can choose to reinvest all, part or none of your Dividend in the Plan;
- ▶ You do not have to appoint a broker and you will not have to pay fees, brokerage or other transaction costs for Shares acquired by you under the Plan;
- ▶ To participate in the Plan you must hold a minimum of 50 Shares;
- ▶ You can choose to have less than your full shareholding participating in the Plan, provided you specify a minimum of 50 Shares per shareholding;
- ▶ You can choose to join, withdraw or vary your participation in the Plan at any time;
- ▶ Shares acquired by you under the Plan will rank equally with the existing fully paid ordinary Shares;
- ▶ Shares acquired by you under the Plan are credited directly to your shareholding;
- ▶ Plan statements outlining the Dividend calculation and the details of your Participation will be mailed on the relevant Dividend payment date; and
- ▶ Your tax position in respect of the Dividend is usually the same whether or not you elect to participate in the Plan, although we recommend that you confirm this with a tax advisor.

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\* Some words used here are defined in the Plan.

# Q&A

## – the Plan

Shareholders should read the detailed terms of the Plan\* and not rely on these questions and answers. If there is any inconsistency between the Plan Rules and these questions and answers, the Plan Rules prevail. If in doubt, consult your legal or financial adviser before deciding whether to participate.

### 1 How do I participate in the Plan?

Participation in the Plan is entirely voluntary. You need to advise us of your election to participate in the Plan by no later than 5:00pm (AEST) on **16 October 2020**. In light of current delays with mail, we recommend utilising Options 1 or 2 below if you wish to participate in the Plan:

1. Calling 1300 855 080 (within Australia) or +61 3 9415 4000 (outside Australia). Please have the DRP Election Form with you to verify your shareholder information.
2. Visiting Easy Update website at [www.computershare.com.au/easyupdate/bkw](http://www.computershare.com.au/easyupdate/bkw) and entering your SRN/HIN located at the top of your DRP Election Form and your postcode/country (for New Zealand residents).
3. Completing the DRP Election Form and returning it in the envelope provided to Computershare.

Additional forms can be obtained by contacting our Share Registry on 1300 855 080 (within Australia) or +61 3 9415 4000 (outside Australia) to request a DRP Election Form.

### 2 Who is eligible to participate in the Plan?

As a general rule, ordinary shareholders in the Company who:

- hold a minimum of 50 Shares per shareholding (as determined by the Directors from time to time) at each record date for a Dividend; and
- have a registered address in Australia or New Zealand,

are eligible to participate in the Plan unless they hold Shares on behalf of another person who resides outside Australia and New Zealand.

The Directors may determine that a shareholder is not eligible to participate in the Plan if in the reasonable opinion of the Directors the relevant shareholder's participation would be unlawful, impractical, impossible or would have an adverse effect on the regulatory approvals or licences which the Company holds or for which it intends to apply. Please see the Plan Rules for further information about eligibility.

The Directors have resolved that Washington H Soul Pattinson and Co Ltd (**SOL**) is not for the purposes of the rules eligible to participate in the Plan with respect to the forthcoming Dividend as a result of the adverse consequences of participation should sections 259C and 259D of the *Corporations Act 2001* (Cth) apply. The Directors will make an assessment (where required) of SOL's eligibility to participate in the Plan with respect to each Dividend.

The Plan will be available to shareholders on an ongoing basis (subject to the Directors' right to suspend or terminate the Plan) and the Directors will assess eligibility for future dividends at the relevant time.

### 3 When will my participation in the Plan begin?

Participation begins with the first Dividend after receipt of your DRP Election Form if it is received by the Company by 16 October 2020.

### 4 How is the Offer Price of the Plan Shares calculated?

Offer Price is defined in the Plan Rules. It is based on the arithmetic average of the daily volume weighted average market price (rounded to the nearest cent) of all Shares sold on ASX and Chi-X (excluding special trades such as special crossings, overseas trades, option exercise

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\* Some words used here are defined in the Plan.



trades and any other trades determined by the Board in its discretion to not be reflective of normal trading in Shares) during the Pricing Period announced by the Board in respect of the relevant Dividend. The Directors may decide that you can acquire the Shares at a discount to that arithmetic average and will notify that discount prior to the time for participation in the Plan as well as any changes.

## **5 Do all my Shares have to participate in the Plan?**

Eligible shareholders may elect to participate in the Plan for all or part of their holding, subject to any minimum and/or maximum number of Shares to participate in the Plan as the Directors may specify. The Directors have decided to set the minimum number of Shares for participation in the Plan for the time being as 50.

## **6 Is there a minimum participation level?**

To participate in the Plan, you must have a minimum of 50 Shares at each record date for the relevant Dividend.

## **7 How many Shares will I receive?**

The number of Shares you receive will be calculated by multiplying the number of participating Shares you hold at the relevant record date by the Dividend, deducting any withholding tax or other applicable deductions and then dividing this amount by the Offer Price of the Plan Shares.

Any applicable residual positive balance will be carried forward for you.

## **8 How will I know how many Shares I receive under the Plan?**

All participants in the Plan will be sent a statement on the Dividend payment date. This statement will include:

- the number of Plan Shares you held at the record date for the Dividend;
- the Dividend payment calculation (including any withholding tax or other deductions);
- the Offer Price of the Plan Shares; and
- the number of Plan Shares acquired by you and the amount of any applicable residual positive balance carried forward.

## **9 How will my Plan Shares be treated for the subsequent dividend payments?**

If you choose to participate fully in the Plan (or chose to participate but do not specify a level of participation), all Shares held by you at each record date for a Dividend will be treated as participating in the Plan for that Dividend.

If you choose partial participation, only the number of Shares you have specified will be Plan Shares.

## **10 What if I have more than one shareholding in the Company?**

You will need to lodge a separate DRP Election Form for each shareholding registered under different names or each shareholding bearing different shareholder reference numbers or holder identification numbers. If any Shares are held through a custodian or nominee, you will need to instruct them to do that on your behalf.

## **11 Can the Plan be changed or terminated?**

The Directors may vary the Rules or suspend or terminate the Plan at any time. If this occurs, the Directors will make a public announcement and information will be available at [www.brickworks.com.au](http://www.brickworks.com.au).

## **12 How can I change my Plan participation?**

You can change your participation or withdraw from the Plan by completing a Notice of Variation and lodging it with the Share Registry. The Notice of Variation must be received before the next record date for a Dividend to be active for that Dividend.

## **13 Can I sell my Plan Shares?**

You can sell your Plan Shares (i.e. Shares in respect of which you are participating in the Plan) any time. If you sell Plan Shares between a record date and the Dividend payment date, your Dividend in respect of your Plan Shares will still be reinvested in the Plan on that occasion.

However, if you sell Plan Shares before the record date, you will not receive Shares under the Plan or any other payment on the Dividend payment date in respect of the Plan Shares sold.

## **14 What is the taxation treatment?**

Dividends reinvested into Shares are usually treated as dividends received in the hands of the shareholder for Australian tax purposes.

**The following is subject to you obtaining your own tax advice:** For Australian resident shareholders, Dividends reinvested under the Plan continue to be assessable for income tax in exactly the same manner as cash dividends. Franking credits will be available depending on the extent of franking under the dividend imputation arrangements and the individual circumstances of the shareholder.

The Company cannot and does not, however, advise on the taxation implications of participating in the Plan. If you have any questions regarding taxation implications, please consult your stockbroker, accountant or professional adviser.

## **15 Enquiries**

If you have further enquiries (other than concerning taxation) about how the Plan operates and how you can participate, please contact the Company's Share Registry at: **1300 855 080** (within Australia) or **+61 3 9415 4000** (outside Australia).

# Rules

## of the Plan

### 1 Definitions and interpretation

#### 1.1 Definitions

The following words have these meanings in these Rules, unless the contrary intention appears:

**Allocation** means the issue of Shares to a Participant under the Plan or the transfer of Shares acquired for the purposes of the Plan to a Participant, as the case may be. “**Allocate**” and “**Allocated**” have a corresponding meaning.

**ASX** means ASX Limited (ABN 98 008 624 691) or Australian Securities Exchange as appropriate.

**Board** means the board of Directors of the Company.

**Chi-X** means Chi-X Australia Pty Ltd (ABN 47 129 584 667).

**Company** means Brickworks Limited (ABN 17 000 028 526).

**Constitution** means the constitution of the Company as amended from time to time.

**Directors** means the directors of the Company acting as a board or any duly appointed committee of the Board.

**Dividend** means a cash dividend or cash component of a dividend paid by the Company.

**DRP Election Form** means the application to participate in the Plan in respect of a particular shareholding account in the form that the Directors from time to time approve.

**Eligible Shareholder** means a person registered as the holder of at least any minimum number of Shares determined by the Directors under Rule 4.1 other than:

- (a) a person with a registered address in any place where, in the reasonable opinion of the Directors, participation or the making of an offer or invitation to participate in the Plan is unlawful or would require compliance with conditions which the Directors in their sole discretion regard as unacceptable or unduly onerous; or

- (b) a person whose participation in the Plan would otherwise, in the reasonable opinion of the Directors, be unlawful, impractical, impossible or would have an adverse effect on the regulatory approvals or licences which the Company holds or for which it intends to apply.

**Listing Rules** means the Listing Rules of ASX and any other applicable rules of ASX modified to the extent of any express written waiver by ASX.

**Normal Trade** means all trades executed in the ordinary course of trading and excludes special trades such as special crossings, overseas trades, option exercise trades and any other trades determined by the Board in its discretion to not be reflective of normal trading in Shares.

**Notice of Variation** means a notice in the form that the Directors from time to time approve for a Participant to increase or decrease the number of the Participant's Plan Shares.

**Offer Price** means, in respect of any Shares Allocated under the Plan, the arithmetic average of the daily volume weighted average market price (rounded to the nearest cent) of all Shares sold through a Normal Trade on the ASX and Chi-X automated trading systems during the Pricing Period, as determined by the Board, less any discount determined by the Board under Rule 6.4.

**Participant** means an Eligible Shareholder whose application to participate in the Plan in respect of a particular shareholding account has been accepted by the Directors.

**Plan** means the Brickworks Dividend Reinvestment Plan, the terms of which are set out in these Rules.

**Plan Shares** means the Shares in a particular shareholding account which are designated by a Participant as Shares the Dividend on which is to be applied to acquire Shares under the Plan.

**Pricing Period** means the period of 10 trading days commencing 3 trading days after the record date in respect of the relevant Dividend, or any other period specified by the Directors and as announced to the market through the ASX Limited's company announcement platform.

**Rules** means the rules of the Plan as varied from time to time.

**Share Registry** means the appointed share registry provider appointed by Brickworks to maintain the Share register of the Company from time to time.

**Shares** means fully paid ordinary shares in the Company, and any other shares in the Company that the Directors decide are eligible for participation in the Plan.

## 1.2 Interpretation

Headings are for convenience only and do not affect interpretation.

Unless the contrary intention appears, in these Rules:

- (a) the word "person" includes a body corporate, a partnership and joint venture;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a document or these Rules includes any variation or replacement of it;
- (d) a reference to a particular person includes a reference to the person's legal personal representatives, executors, administrators and successors;
- (e) a reference to legislation includes regulations and other instruments made under it and any variation or replacement of any of them;
- (f) a reference to the exercise of a power or discretion includes a decision not to exercise the power or discretion; and
- (g) the meaning of general words is not limited by specific examples introduced by "including", "for example" or "such as" or similar expressions.

## 2 Commencement of Plan

The Directors may determine the date on which the Plan and these Rules will commence operation.

## 3 Eligibility and participation in the Plan

### 3.1 Eligible Shareholders

The Company may from time to time invite Eligible Shareholders to participate in the Plan.

### 3.2 No transfer

Participation in the Plan is optional and is not transferable.

### 3.3 DRP Election Form

Subject to Rule 3.5, to apply to participate in the Plan, Eligible Shareholders must complete, sign and lodge a DRP Election Form with the Share Registry.

A DRP Election Form can be obtained by contacting the Share Registry.

### 3.4 Joint holders

Subject to Rule 3.5, all joint holders of Shares must sign a single DRP Election Form for it to be valid. If 1 or more of the joint holders of the Shares is not an Eligible Shareholder, none of the joint holders can apply to participate in the Plan with respect to the Shares jointly held.

### 3.5 Electronic facility

The Directors may determine that Eligible Shareholders can lodge DRP Election Forms electronically (or through any other means as determined by the Directors) through the Company's website or through a website or other electronic facility of an authorised third party. Any electronic facility will be referred to on the Company's website and announced to ASX. Any DRP Election Forms lodged electronically must comply with the terms and conditions of the facility.

### 3.6 Multiple shareholding accounts

An Eligible Shareholder must lodge a separate DRP Election Form for each holding of Shares in relation to which they wish to participate in the Plan.

## 4 Degree of participation

### 4.1 Participation

An Eligible Shareholder who wishes to participate in the Plan must elect on the DRP Election Form the degree to which the shareholder wishes to participate in the Plan. Subject to any minimum and/or maximum number of Shares that may be or become Plan Shares determined by the Directors from time to time in respect of an Eligible Shareholder, participation in the Plan may be either:

- (a) full participation for all the Participant's shareholding from time to time however acquired (including Shares Allocated under the Plan); or
- (b) partial participation for a specific proportion of Shares held by the Participant at the relevant time.

### 4.2 Limited participation

Despite Rule 4.1, the Directors may at any time by written notice to Eligible Shareholders limit participation in the Plan by limiting the amount of Dividend which may be reinvested under the Plan.

#### 4.3 Application taken to be for full participation

A DRP Election Form received by the Company is taken to be an application for full participation in the Plan for all shareholding accounts of the Eligible Shareholder if the Eligible Shareholder does not clearly indicate:

- (a) the shareholding account to which the election form applies; or
- (b) the degree of participation in the Plan.

An Eligible Shareholder is not entitled to notice under this Rule 4.3.

### 5 Acceptance of applications

#### 5.1 Director's discretion

The Directors may, in their absolute discretion, accept or refuse any DRP Election Form, without having to give any reason for their decision.

#### 5.2 Rejection of DRP Election Form

If the Directors refuse to accept a DRP Election Form, the Company must notify the Eligible Shareholder as soon as is practicable that the DRP Election Form has been rejected.

#### 5.3 Effectiveness of DRP Election Form

Subject to Rule 5.1, an Eligible Shareholder's participation in the Plan commences from the first Dividend payment after the Company receives the DRP Election Form, provided it is received before the election date for that Dividend, and continues until:

- (a) superseded by a later Notice of Variation;
- (b) the Participant terminates their participation in the Plan; or
- (c) the Plan is suspended or terminated.

#### 5.4 Record of DRP Participation

The Company will record for each shareholding account of each Participant particulars of:

- (a) the name and address of the Participant; and
- (b) the number of Plan Shares held by the Participant from time to time.

The Company's records will be conclusive evidence of the matters recorded.

#### 5.5 Significance of applying

By applying to participate in the Plan in accordance with Rule 3, an applicant:

- (a) represents to the Directors that it is an Eligible Shareholder;
- (b) authorises the Directors (and their officers or agents) to correct any error in, or omission from, the applicant's DRP Election Form or any later Notice of Variation;
- (c) acknowledges that the Company may at any time irrevocably determine that the applicant's DRP Election Form is valid, in accordance with these Rules, even if the DRP Election Form is incomplete, contains errors or is otherwise defective;
- (d) acknowledges that the Directors may reject any DRP Election Form;
- (e) acknowledges any discount applicable under Rule 6.4, may be different from 1 Dividend to the next; and
- (f) acknowledges that none of the Directors, the Company or the Share Registry has provided the applicant with investment advice, tax advice or financial product advice and that none of the above has any obligation to provide any advice concerning the applicant's decision to apply to participate in the Plan.

### 6 Reinvestment of Dividends

#### 6.1 Reinvestment

The Directors may determine whether to Allocate Shares by issuing new Shares to a Participant or by transferring Shares to a Participant, or a combination of both, to satisfy the obligations of the Company under these Rules. Any Dividends on Plan Shares which the Company is entitled to retain under its Constitution or otherwise will not be available for acquiring Shares.

Any portion of a Participant's Dividends on Plan Shares:

- (a) which is deductible by the Company as withholding tax; or
- (b) which the Company is entitled or required to withhold or deduct for any reason from the Dividend payable to that Participant,

will not be applied to acquire Plan Shares.

## 6.2 Plan accounts

The Directors will establish and maintain a Plan account for each shareholding account of each Participant. At the time of each Dividend payment, the Directors will:

- (a) determine the Dividend payable in respect of the Plan Shares which may be reinvested under the Plan (before any deduction referred to in paragraph (b) below);
- (b) determine any amount to be withheld or deducted under Rule 6.1, and any other sum the Company is entitled to retain in respect of the Plan Shares;
- (c) credit the amount in paragraph (a) above and debit any amount in paragraph (b) above to the Participant's Plan account;
- (d) determine the maximum whole number of Shares which can be acquired under these Rules by using the amount in the Participant's Plan account;
- (e) on behalf of and in the name of the Participant, subscribe for or cause the transfer of the number of Shares determined under paragraph (d) above and debit the aggregate Offer Price for those Shares against the balance in the Participant's Plan account; and
- (f) carry forward any residual positive balance.

## 6.3 Entitlement formula

The number of Shares Allocated to each Participant will be the whole number equal to, or when not a whole number, the nearest whole number (rounded down) calculated in accordance with the formula below and Rule 6.5:

$$\frac{D - T + R}{O}$$

where:

- D** is the Dividend payable on the Participant's Plan Shares as at the record date for that Dividend which may be reinvested under the Plan;
- T** is any withholding tax or other sum the Company is entitled to deduct or retain in relation to the Dividend or the Plan Shares;
- R** is the residual positive balance carried forward in the Participant's Plan account;
- O** is the Offer Price.

Shares will not be Allocated under the Plan if the Allocation would breach the Listing Rules or any applicable law.

For the purposes of determining the Offer Price, the arithmetic average of the daily volume weighted average market price during the Pricing Period will be approved by the Board or a person nominated by the Board, by reference to any information the Board approves for the purpose. A determination by the Board of the Offer Price binds all Participants.

## 6.4 No discount unless otherwise determined

No discount will apply for the purposes of calculating the Offer Price unless the Directors determine otherwise. If the Directors resolve to apply a discount for the purposes of calculating the Offer Price, the discount must not exceed a percentage amount determined by the Directors from time to time.

Any discount determined by the Directors in respect of the Plan for a particular Dividend may differ from any discount determined by the Directors in respect of the Plan for any other Dividend.

The discount allocated for a particular Dividend:

- (a) may be nil; and
- (b) may be varied by announcement on the Company's website and to ASX at any time, but any variation will not apply to Dividends already announced.

## 6.5 Residual positive balance

This Rule applies if the number of Shares Allocated under the Plan to any Participant is the nearest whole number below the number determined in accordance with Rule 6.3. If so, the difference between the positive balance of the Participant's Plan account (before Allocation) and the total subscription price for those Shares will be recorded as a residual positive balance in the Participant's Plan account. The residual positive balance will be carried forward, on behalf of the Participant, to the next Dividend. No interest will accrue in respect of a residual positive balance.

When participation in the Plan terminates, any residual positive balance will be paid to the Participant. Alternatively, the Company may elect to donate any residual positive balance in the Participant's shareholding account at that time to a registered charity selected by the Company and the relevant Participant will not be issued with a receipt in relation to that donation.

## 6.6 Statements

As soon as practicable after each Allocation of Shares under the Plan, the Company will send to each Participant, for each shareholding account, a statement setting out:

- (a) the number of the Participant's Plan Shares on the record date for the relevant Dividend;
- (b) the Dividend payable in respect of that Participant's Plan Shares which has been applied towards acquiring additional Shares;
- (c) if applicable, the amount of any withholding tax or other amount under Rule 6.2(b) which has been withheld or deducted from the Dividend payment on the Participant's Plan Shares;
- (d) the number and Offer Price of additional Shares and the date they were acquired by that Participant under the Plan;
- (e) the total number of Shares (including Plan Shares) in respect of which that Participant is the registered holder; and
- (f) the amount of any residual positive balance for that Participant.

## 6.7 Equal ranking

All Shares Allocated under the Plan will rank equally in all respects with existing Shares.

## 6.8 Allocation of Shares and despatch of statements

Shares to be Allocated under the Plan will be Allocated within the time required by the ASX. Shareholder statements for the Shares will be despatched as soon as practicable after the Allocation if required by the Constitution.

## 6.9 Quotation on ASX

The Company must apply to ASX for official quotation of any Shares issued under the Plan, if other Shares of the Company are quoted at that time.

## 6.10 Underwriting

The Directors may choose to partially or fully underwrite the Plan in respect of any Dividend with 1 or more underwriters.

## 7 Variation or termination of participation

### 7.1 Notice of Variation

By lodging with the Company a Notice of Variation, a Participant may:

- (a) increase or decrease the number of its Plan Shares; or
- (b) terminate its participation in the Plan.

A Notice of Variation must be lodged for each shareholding account. To be effective for a future Dividend, the Notice of Variation must be received by the Company before the record date for that Dividend.

### 7.2 Participation taken to be terminated

If a Participant disposes of all the Participant's Shares without giving the Company a Notice of Variation and is not registered as a holder of any Shares at the record date for payment of a Dividend, the Participant is taken to have terminated participation on the last date when the Company registered a transfer of the Participant's Shares.

### 7.3 Part disposal and no notice

When a Participant disposes of part of the holding of Shares of that Participant, and does not notify the Company otherwise, the Shares disposed of, to the extent possible, will be taken to be:

- (a) first, Shares which are not Plan Shares; and
- (b) secondly, Plan Shares.

### 7.4 Termination on death or bankruptcy

If a Participant dies, their participation in the Plan terminates when the Directors receive written notice of the death. If a Participant is declared bankrupt or is wound-up, their participation in the Plan terminates when the Directors receive a notification of bankruptcy or winding up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding up of 1 or more joint holders does not automatically terminate participation provided the remaining holder or all remaining joint holders are Eligible Shareholders.



## 8 Modification, suspension and termination of the Plan

### 8.1 Directors may act

The Plan may be:

- (a) modified (including by variation of the Rules);
- (b) suspended;
- (c) recommenced; or
- (d) terminated,

by the Directors at any time.

### 8.2 Modification

If the Plan or Rules are modified, a Participant continues to participate under the Plan unless the Participant terminates its participation in the Plan by submitting a Notice of Variation in accordance with Rule 7.1 or is taken to have terminated its participation under Rule 7.2 or Rule 7.4.

### 8.3 Suspension

If the Plan is suspended, Participants' elections as to participation in the Plan cease to be effective and all Shares are taken not to be Plan Shares for the purpose of any Dividend declared while the Plan is suspended.

### 8.4 No Dividends during suspension

While the Plan is suspended, Dividends on Plan Shares will not be applied by the Directors on the Participant's behalf in acquiring Shares.

### 8.5 Notice

The Company will give notice of any:

- (a) **termination of the Plan** to Participants as soon as reasonably practicable before the effective date of the termination;
- (b) **variation of the Plan or Rules** (other than simply an exercise of a discretion, authority or power under these Rules) to Eligible Shareholders as soon as reasonably practicable before the effective date of the variation; and
- (c) **suspension or recommencement of the Plan** to Participants as soon as reasonably practicable before or after the effective date of the suspension or recommencement.

Notice may be provided in any manner (including, but not limited to, notice on the Company's website, announcement to ASX or mailed written notices) which the Directors consider appropriate to bring the termination, variation, suspension or recommencement to the notice of the Participants or Eligible Shareholders, as the case may be, having regard to the nature of the event for which notice is being given.

### 8.6 No liability

Any variation, suspension, recommencement or termination of the Plan will not give rise to any liability on the part of, or right of action against, the Company nor its Directors, officers, employees, representatives or agents.

### 8.7 Omission or non-receipt of notice

The accidental omission to give Notice of Variation, suspension or termination to any Participant or the non-receipt of any notice by any Participant will not invalidate the variation, suspension or termination of the Plan.

## 9 Administration of the Plan

The Directors will administer the Plan in accordance with the Listing Rules and the Constitution. The Directors have the power to:

- (a) determine procedures for administration of the Plan consistent with the Rules;
- (b) settle in any manner as they think expedient any difficulties, anomalies or disputes which may arise in connection with the operation of the Plan, whether generally or in relation to any Participant or any Shares. Any determination of the Directors is conclusive and binding on all Participants and other persons to whom the determination relates; and
- (c) delegate to any person for any period of time and on any conditions as they determine, the exercise of any of their powers or discretions under the Plan.

## 10 Participants to be bound

Participants are at all times bound by the Rules of the Plan.

## 11 Costs to Participants

No brokerage, commission or other transaction costs will be payable by Participants in respect of Shares Allocated under the Plan. However, the Company does not assume liability for any taxes or other imposts assessed against or imposed on a Participant.

## 12 Governing law

These Rules will be governed by and construed in accordance with the laws of New South Wales.

## 13 Additional information

A copy of the Company's most recent annual report and financial statements is available to every Eligible Shareholder free of charge from the Company's website [www.brickworks.com.au](http://www.brickworks.com.au) or on request by contacting the Share Registry.

# BRICKWORKS

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## Auditors

EY

## Bankers

National Australia Bank

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