

Level 4, 1 Alfred Street SYDNEY NSW 2000

PO Box R1695, Royal Exchange NSW 1225

Telephone: (612) 9080 2377 Facsimile: (612) 9080 2378

17 September 2014

ASX Limited Level 6, Exchange Centre 20 Bridge Street Sydney NSW 2000 Attention: Company Announcements

AURORA FUNDS LIMITED 2014 FINAL DIVIDEND

The Board of Aurora Funds Limited (ASX: AFV) announced today that it has declared to pay a fully franked dividend of 1.0 cents per share for the year ending 30 June 2014.

Key Dividend Dates

Ex-Date 8 October 2014

Record Date 10 October 2014

Payment Date 31 October 2014

The Board of Aurora Funds Limited has determined the Dividend Reinvestment Plan ("DRP") will apply to this dividend. Shares issued under the DRP will be issued at a 15% discount to the issue price of shares under the DRP.

The last date for election to participate in the DRP will be 14 October 2014.

The attached information, comprising the letter to shareholders, direct credit authority form, DRP information booklet and TFN notification is being mailed to shareholders today.

Yours faithfully

Aurora Funds Limited



ABN 39 143 194 165

Level 4, 1 Alfred Street SYDNEY NSW 2000

PO Box R1695, Royal Exchange NSW 1225

Telephone: (612) 9080 2377 Facsimile: (612) 9080 2378

17 September 2014

Dear Shareholder

Aurora Funds Limited 2014 Results and Final Dividend Announcement

On 17 September 2014, the Board of Aurora Funds Limited announced the 2014 results and the payment of a fully franked dividend of 1.0 cent per share on your holding of ordinary shares at the record date of 10 October 2014.

There are currently two methods available to shareholders by which they can nominate to receive their dividends:

- By direct credit to a nominated Australian Financial Institution Account; or
- Participation in the Dividend Reinvestment Plan (DRP). Shares issued under the DRP will be issued at a 15% discount to the issue price of shares under the DRP. Shareholders considering participation in the DRP should read the DRP Information booklet.

If you do not nominate a payment method, your dividend will be paid as additional units via the DRP.

To update your payment method and other details such as your tax file number and email address, please go online at https://www.registrydirect.com.au/investor/login.

Alternatively, enclosed in this letter are:

- The Direct Credit Authority form;
- The DRP information booklet;
- A DRP election notice;
- Tax file number notification form; and
- Email notification form.

Please complete the forms and return to:

Registry Direct PO Box 18366 Collins Street East VIC 8003

If you have any questions, please contact Registry Direct on 1300 55 66 35 within Australia or on +61 3 9020 7934 from outside Australia or by email to aurorafunds@registrydirect.com.au.

Thank you for your continued investment in Aurora Funds Limited.

Yours faithfully

Aurora Funds Limited



AURORA FUNDS LIMITED ACN 143 194 165

DIVIDEND REINVESTMENT PLAN



AURORA FUNDS LIMITED DIVIDEND REINVESTMENT PLAN DIVIDEND REINVESTMENT PLAN RULES

1. INTRODUCTION

1.1 Name of Plan

The Plan is called the Aurora Funds Limited Dividend Reinvestment Plan.

1.2 Objective of the Plan

The objective of the Plan is to provide a means by which Shareholders may elect to increase their Shareholding in the Company by reinvesting all or part of their Dividends in additional Shares.

1.3 Commencement of the Plan

The Plan will commence operation on the date determined by the Directors.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Plan, unless the context requires otherwise:

Dividend Reinvestment Plan Instruction Form means a form as set out on page 12 or other form approved by the Directors from time to time by which a Shareholder may apply to participate, vary the level of, or withdraw from participation in the Plan.

ASX means ASX Limited (ACN 008 624 691).

Company means Aurora Funds Limited ACN 143 194 165.

Constitution means the Constitution of the Company.

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

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

Full Participant means a Participant who participates in the Plan in respect of all the Shares held by the Participant, including Shares currently held, Shares allotted under the Plan, bonus Shares (if any) subsequently allotted and any other Shares acquired subsequently.

Listing Rules means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.

Partial Participant means a Participant who participates in the Plan in respect of some but not all of the Shares held by the Participant.

Participant means a Shareholder who participates in the Plan.

Plan means the Aurora Funds Limited Dividend Reinvestment Plan as amended from time to time.

Plan Shares means Shares which have been nominated by a Participant for participation in the Plan and which are subject to the Plan.

Plan Statement means a statement setting out the matters referred to in **Rule 7**.

Rules means the rules set out in this document and any amendments to these Rules.

Share means a fully paid ordinary Share in the Company.

Shareholder means a person registered as the holder of Shares.

Suspension Date means the date determined by the Directors and notified to participants pursuant to **Rule 10.2(c)**.

2.2 Interpretation

In these Rules, unless the context requires otherwise:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting an individual or persons include bodies corporate or incorporate and trusts and vice versa;
- (c) wherever the word "include" appears in any form, it is to be construed as being followed by the words "without being limited to";
- (d) a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (e) where any word or phrase is given a defined meaning in these Rules, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (f) references to currency are to the currency of Australia;
- (g) unless otherwise identified a word which is given a special meaning by the Corporations Act will where the context allows have the same meaning in this agreement; and
- (h) a reference to any statute or regulation includes any amendment, consolidation, reenactment or replacement of it.

3. PRINCIPAL CONDITIONS

3.1 Constitution, Listing Rules and Corporations Law to be Paramount

These Rules are to be interpreted subject to the Constitution, the Listing Rules, the Corporations Act and any other applicable laws.

3.2 Plan does not apply

The Plan does not apply where, in accordance with the Company's Constitution or otherwise by law:

- (a) the Directors are entitled to retain all or part of a Dividend payable in respect of Shares which a Participant has nominated as participating in the Plan; or
- (b) the Company is entitled to a charge over those Shares or over any Dividend payable in respect of those Shares.

3.3 Plan Rules to be Binding

Subject to **Rule 3.1**, the Plan:

- (a) will operate in accordance with these Rules; and
- (b) binds each Participant.

3.4 Participation

Participation by Shareholders in the Plan:

- (a) is optional;
- (b) may be varied or withdrawn at any time; and
- (c) cannot be transferred.

The Company or any person appointed by the Company may subscribe for Shares which would be issued under the Plan if all Shareholders elected to fully participate in the Plan. Any Shares issued in connection with such subscriptions will be issued on the terms and conditions of the Plan as if the subscriber were a Shareholder, which had elected to fully participate in the Plan.

4. ELIGIBILITY

4.1 Eligible Shareholders

Subject to **Rule 4.2**, the Directors for the Company will invite all Shareholders to participate in the Plan.

4.2 Ineligible Shareholders

The Directors may determine that a Shareholder is ineligible to participate in the Plan if:

- (a) the Shareholder's registered address is in a country or place where participation in the Plan would or may be unlawful, impractical, impossible or subject to adverse legal requirements; or
- (b) the Shareholder's participation in the Plan may result in a breach of the Company's Constitution, the Corporations Act, the Listing Rules or any other applicable law.

4.3 Notification of Ineligibility

If the Directors determine that a Shareholder is ineligible to participate in the Plan, the Company will notify that Shareholder of the rejection of any application made by that Shareholder as soon as practicable.

5. PARTICIPATION

5.1 Application for Participation

A Shareholder may apply to participate in the Plan:

- (a) after receiving an invitation to participate in the Plan; and
- (b) by delivering a signed and completed Dividend Reinvestment Plan Instruction Form to the Company in accordance with the instructions provided by the Company.

5.2 Limit on Plan Shares

The Directors may in their absolute discretion set a limit on the number of Shares which Shareholders may nominate for participation in the Plan.

5.3 Full Participation

Subject to **Rule 5.2**:

- (a) a Shareholder may nominate all of the Shareholder's Shares from time to time to participate in the Plan; and
- (b) if a Shareholder does not specify the number of Shares to be subject to the Plan on the Dividend Reinvestment Plan Instruction Form, the Shareholder is taken to have applied for all of that Shareholder's Shares to be subject to the Plan.

5.4 Partial Participation

- (a) Subject to **Rule 5.2**, a Shareholder may nominate a specific number of the Shareholder's Shares to participate in the Plan.
- (b) Where Shares are allotted to a Partial Participant:
 - (i) under the Plan, the Shares will be added to the Shareholder's Plan Shares;
 - (ii) as part of a pro rata issue, a proportion of these Shares (being the same proportion as the number of the Shareholder's Plan Shares bears to that Shareholder's total holding immediately prior to the pro rata issue being made) will be added to the Shareholder's Plan Shares.

5.5 Variation to Participation in the Plan

A Participant may at any time increase or decrease the number of that Participant's Shares in the Plan by completing and returning to the Company a Dividend Reinvestment Plan Instruction Form specifying the variation.

5.6 Duration of Participation

Subject to **Rule 4.3**, a duly completed and signed Dividend Reinvestment Plan Instruction Form to participate in the Plan is effective from the date the Dividend Reinvestment Plan Instruction Form is received by the Company until:

- (a) the Participant formally varies or terminates participation in the Plan;
- (b) the termination of the Plan by the Directors; or
- (c) the termination of the Participant's participation in the Plan,

in accordance with these Rules.

6. OPERATION OF THE PLAN

6.1 Plan Account

The Directors will:

- (a) establish and maintain a separate Plan account for each Participant; and
- (b) apply Dividends payable on Plan Shares, on behalf of the Participants, in subscribing for Shares.

6.2 Issue Price

The price at which each Share is issued will be the issue price determined by the Directors in accordance with the Constitution and ASX Listing Rules, and is determined as follows:

- a) Each Share allotted or transferred under the DRP will be allotted or transferred at the Market Price of Aurora Funds Limited (rounded to the nearest cent) less such discount (if any), but not exceeding 15% of the Market Price of Shares, as the Directors may determine from time to time and notify to the ASX.
- b) For the purposes of these Terms and Conditions, the expression "Market Price of Shares" shall mean the arithmetic average of the daily volume weighted average market price (rounded to the nearest cent) of all Shares sold on the ASX during the ten trading days immediately following the relevant Record Date, or such other period as the Directors determine and announce to the ASX.
- c) The arithmetic average of the daily volume weighted average market price to be used for the purposes of these Terms and Conditions may be calculated excluding such transactions as special crossings, overseas trades and option exercises as determined by the Directors. The calculation may be made by the Directors or a similarly 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, is binding on Participants.

6.3 Determination Final

A determination under **Rule 6.2** is final and binding on all Participants.

6.4 Issue of Shares

Subject to Rule 10, for each Dividend payable on Plan Shares, the Directors will:

- (a) determine the amount of the Dividend payable in respect of each Participant's Plan Shares;
- (b) reduce the Dividend payable under **Rule 6.4(a)** by any amount, including withholding tax, where appropriate, which the Company is required to or may deduct for any reason from the Dividend payable to that Participant;
- (c) credit to the Participant's Plan account the amount calculated under **Rule 6.4(a)** less any amount under **Rule 6.4(b)**;
- (d) determine the number of Shares which can be acquired under the Plan by dividing the amount in the Participant's Plan account by the issue price per Share calculated under **Rule 6.2**, and rounding down to the nearest whole number;
- (e) on behalf and in the name of the Participant, subscribe for the number of Shares determined under **Rule 6.4(d)** and debit the Participant's Plan account with the subscription amount for those Shares;
- (f) issue to the Participant the number of Shares determined under Rule 6.4(d); and
- (g) at the Company's option, either reimburse the Participant for, retain and carry forward (without interest) in the Participant's Plan account, or credit back to the benefit of the Company, any balance of the Dividend payable on the Participant's Plan Shares not accounted for under this **Rule 6.4**.

6.5 Ranking

All Shares issued under the Plan are issued on the terms disclosed in the Plan and will, from the date of issue, rank equally in every respect with issued Shares and participate in all Dividends subsequently declared.

6.6 Share Register

Shares allotted under the Plan 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.

6.7 Holding Statement

The Company will issue a holding statement to each Participant in accordance with the requirements of the Listing Rules setting out the total number of Shares issued to that Participant under Rule 6.4(f).

6.8 Company Records

The Company must record:

- (a) the number of Plan Shares held by a Participant; and
- (b) changes to the number of Plan Shares held by a Participant.

6.9 Conclusive Evidence

The Company's records kept under Rule 6.8 are conclusive evidence of the matters recorded.

7. PLAN STATEMENTS

The Company will send to each Participant, as soon as practicable after each issue of Shares under the Plan, a Plan Statement detailing:

- (a) the number of Plan Shares of the Participant at the relevant record date;
- (b) the amount of the Dividend payable on each Plan Share;
- (c) if applicable, the amount of withholding tax or other amount which has been deducted from the Dividend payable on the Participant's Plan Shares;
- (d) the number of Shares issued to the Participant under the Plan and the date of issue of those Shares;
- (e) the issue price of each Share allotted to the Participant under the Plan;
- (f) the balance of the Dividend payable on the Participant's Plan Shares not applied towards additional Shares under the Plan and retained in the Participant's Plan account or distributed to the Participant, as the case may be;
- (g) the Dividend and the imputation tax credit (if any) attaching to the Dividend; and
- (h) subject to any Share transactions in the intervening period, the total number of Plan Shares of the Participant after the Dividend.

8. ACQUISITION AND SALE OF SHARES BY PARTICIPANTS

8.1 Reduction of Plan Shares on Sale

Unless advised by the Partial Participant to the contrary, if a Partial Participant sells or transfers Shares, the Shares sold or transferred will, first, reduce the number of non-Plan Shares and, secondly, the number of Plan Shares.

8.2 Further Shares

Any further Shares acquired by whatever means by a Full Participant automatically become Plan Shares on being registered in the Participant's name.

9. TERMINATION OF PARTICIPATION BY PARTICIPANT

9.1 Termination by Participant

A Participant may at any time terminate participation in the Plan by completing and returning to the Company a Dividend Reinvestment Plan Instruction Form indicating the Participant's wish to cancel participation in the Plan.

9.2 Effective Termination

A Participant is taken to have terminated participation in the Plan on:

- (a) receipt by the Company of a Dividend Reinvestment Plan Instruction Form in accordance with **Rule 9.1**;
- (b) registration of a transfer of all of the Participant's Plan Shares;
- (c) termination of the Plan by the Directors in accordance with **Rule 10**;
- (d) receipt by the Company of the notice of death, bankruptcy or liquidation of the Participant; or
- (e) the Participant ceasing to be eligible to participate in the Plan.

9.3 Joint Shareholders

For the purposes of **Rule 9.2**, the death of any one, two or more joint Shareholders does not automatically terminate participation by the remaining Shareholder or joint Shareholders.

10. VARIATION, SUSPENSION AND TERMINATION OF THE PLAN BY THE DIRECTORS

10.1 Variation, Suspension and Termination of the Plan

The Directors may at any time in their absolute discretion:

- (a) vary the Plan and any agreement relating to the Plan;
- (b) suspend the operation of the Plan;
- (c) recommence the operation of the Plan; or
- (d) terminate the Plan.

10.2 Notice by Company

The Company will give each Participant notice of any:

- (a) termination of the Plan at least 3 months before the effective date of the termination;
- (b) variation of the Plan at least 1 month before the effective date of the variation; and
- (c) suspension or recommencement of the Plan as soon as reasonably practicable after the effective date of the suspension or recommencement.

10.3 Plan Statement

If the Plan is terminated under **Rule 10.1**, the Company will send to each Participant a Plan Statement and a cheque for the balance (if any) retained in the Participant's Plan account, as shown in the Plan Statement.

10.4 Variation

If the Company vary these Rules, a Participant continues to participate under the modified Plan unless the Company is notified by the Participant to the contrary by a Dividend Reinvestment Plan Instruction Form.

10.5 Suspension

(a) Any suspension of the Plan under **Rule 10.1** will be effective on the Suspension Date and until such time as the Directors resolve either to recommence or terminate the Plan.

(b) From the Suspension Date until the suspension ceases to have effect under **Rule 10.5(a)**, all Plan Shares will automatically cease to be Plan Shares.

10.6 Recommencement

- (a) If the Directors resolve to recommence the operation of the Plan, they may direct that Shares which were recorded as Plan Shares immediately prior to the Suspension Date be reinstated as Plan Shares with effect from the date of the recommencement of the Plan.
- (b) The Company will give notice to Participants of the conditions of recommencement and any directions made under **Rule 10.6(a)**.

10.7 No Waiver

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

10.8 No Liability

Any variation, suspension, recommencement or termination of the Plan under **Rule 10.1** will not give rise to any liability on the part of, or right of action against, the Company or the Directors.

11. COSTS TO PARTICIPATING SHAREHOLDERS

A buy/sell spread and any other transaction costs may be payable in accordance with the Constitution by Participants on Shares allotted under the Plan.

12. ADMINISTRATION OF THE PLAN

12.1 Directors Powers

The Directors have absolute discretion to:

- (a) resolve any dispute concerning the Plan in such manner as they see fit;
- (b) adopt any administrative procedures as they think appropriate; and
- (c) delegate to any one or more persons the exercise of any of their powers or discretions arising under the Plan.

12.2 Decisions Binding

Subject to the Listing Rules, any decision of the Directors is final and binding on Participants.

13. TAXATION

Neither the Company nor the Directors, its officers, employees, representatives or agents:

- (a) take any responsibility or assume any liability for, or as a consequence of, the taxation liabilities of Participants; or
- (b) represent or warrants that a Participant will gain any taxation advantage, or will not incur a taxation liability or disadvantage, as a result of participation in the Plan.

14. NOTICES

The provision of the Constitution relating to notices apply to these Rules.

14.1 GOVERNING LAW

The Plan and these Rules are governed by the laws of New South Wales.

AURORA		All registry communications to: ☐ Online
FUNDS LIMITED		www.registrydirect.com.au
Company, Trust, Warrant or Product in which	investment is held	⊠ By Mail
		Registry Direct
Full Name (a) of Degistered Holding		PO Box 18366 Collins Street East VIC 8003
Full Name(s) of Registered Holding		Telephone
		1300 55 66 35 (within Australia)
		+61 3 9020 7934 (outside Australia)
		+61 3 9111 5652 (Facsimile)
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A DIVIDEND RE	EINVESTMENT PLAN IN	ISTRUCTION FORM
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or		
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Shareholder 1 (Individual)	Joint Shareholder 2 (Individual)	Joint Shareholder 3 (Individual)
	(1.00)	()
Sole Director and Sole Company Secretary/Director	Director/Company Secretary	
Signing Instructions: This form should be signed by th	e shareholder. If a joint holding, all shar	eholders Date

Privacy Clause: Registry Direct advises that 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. Information is collected to administer your shareholding and if some or all of the information is not collected then it might not be possible to administer your shareholding. Your personal information may be disclosed to the entity in which you hold shares. You can obtain access to your personal information by contacting us at the address or telephone number shown on this form. Our privacy policy is available on our website (www.registrydirect.com.au).

should sign. If signed by the shareholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the Corporations Act 2001 (Cth) (or for New Zealand companies, the Companies Act 1993).



Company, Trust, Warrant or Product in which investment is held		All registry communications to								
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		www.registrydirect.com.au								
Full Name(s) of Registered Holding		⊠ By Ma i Registry Direc								
		PO Box 1836								
		Collins Street East VIC 8003								
		Telephon 1300 55 66 35 (within Australia								
Account Designation		+61 3 9020 7934 (outside Australia								
		+61 3 9111 5652 (Facsimile								
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Signing Instructions: This form should be signed to should sign. If signed by the securityholder's attorner	by the securityholder. If a joint holding, all sec y, the power of attorney must have been prev	curityholders Date viously noted								
by the registry or a certified copy attached to this forn accordance with the company's constitution and the C the Companies Act 1993).	n. If executed by a company, the form must be	e executed in								

Privacy Clause: Registry Direct advises that Chapter 2C of the *Corporations Act 2001* requires information about you as a securityholder (including your name, address and details of the securities you hold) to be included in the public register of the entity in which you hold securities. Information is collected to administer your securityholding and if some or all of the information is not collected then it might not be possible to administer your securityholding. Your personal information may be disclosed to the entity in which you hold securities. You can obtain access to your personal information by contacting us at the address or telephone number shown on this form. Our privacy policy is available on our website (www.registrydirect.com.au).

AURORA	All registry communications to: Online
FUNDS LIMITED Company, Trust, Warrant or Product in which investment is held	www.registrydirect.com.au
Company, riust, warrant or i roduct in which investment is neid	⊠ By Mail Registry Direct
Full Name(s) of Registered Holding	PO Box 18366 Collins Street East VIC 8003
Tallitanio(o) of Regional Haranig	Telephone
	1300 55 66 35 (within Australia) +61 3 9020 7934 (outside Australia)
	+61 3 9111 5652 (Facsimile)
Account Designation	
Registered Address	Securityholder Reference Number (SRN)
	Or Holder Identification Number (HIN)
Postcode	
A TAX FILE NUMBER OR AUSTRALIAN BUSIN	NESS NUMBER NOTIFICATION
Please use a BLACK pen. Print CAPITAL letters inside the combed boxes below.	Where a choice is required, mark the box with an 'X'
Please record your TFN, ABN or the appropriate exemption information. If you are exempt, but have a TFN, it is safer to provide your TFN in case your circumstances Exemptic	on Code Description
change. For investments held on behalf of another person, such as a child or an aged or invalid person, enter the Trust TFN. If there is no Trust TFN, enter the	•
Trustee's TFN or exemption. Where the investment is held by an adult in a trust type relationship for a child, the adult is taken to be the Trustee. Whilst there is no	Carer's, Sole Parent's, Widow's, or Other Pension, Rehabilitation Allowance
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Securityholder 1 Name	TFN, ABN or Exemption Code
Securityholder 2 Name	TFN, ABN or Exemption Code
Securityholder 3 Name	TFN, ABN or Exemption Code
Company, Partnership, Trust, Superannuation Fund	
(Please mark appropriate box with a cross)	
Company Partnership Trust Super Fund	TFN, ABN or Exemption Code

Privacy Clause: Registry Direct advises that Chapter 2C of the *Corporations Act 2001* requires information about you as a securityholder (including your name, address and details of the securities you hold) to be included in the public register of the entity in which you hold securities. Information is collected to administer your securityholding and if some or all of the information is not collected then it might not be possible to administer your securityholding. Your personal information may be disclosed to the entity in which you hold securities. You can obtain access to your personal information by contacting us at the address or telephone number shown on this form. Our privacy policy is available on our website (www.registrydirect.com.au).

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Signing Instructions: This form should be signed by the securityholder. If a joint holding, all securityholders should sign. If signed by the securityholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the Corporations Act 2001 (Cth) (or for New Zealand companies, the Companies Act 1993).

Joint Securityholder 2 (Individual)

Director/Company Secretary

Joint Securityholder 3 (Individual)

Date

Securityholder 1 (Individual)

Secretary/Director

Sole Director and Sole Company

Privacy Clause: Registry Direct advises that Chapter 2C of the *Corporations Act 2001* requires information about you as a securityholder (including your name, address and details of the securities you hold) to be included in the public register of the entity in which you hold securities. Information is collected to administer your securityholding and if some or all of the information is not collected then it might not be possible to administer your securityholding. Your personal information may be disclosed to the entity in which you hold securities. You can obtain access to your personal information by contacting us at the address or telephone number shown on this form. Our privacy policy is available on our website (www.registrydirect.com.au).