

# Appendix 3B

## New issue announcement, application for quotation of additional securities and agreement

*Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.*

Introduced 01/07/96 Origin: Appendix 5 Amended 01/07/98, 01/09/99, 01/07/00, 30/09/01, 11/03/02, 01/01/03, 24/10/05, 01/08/12, 04/03/13

Name of entity

COLLINS FOODS LIMITED

ABN

13 151 420 781

We (the entity) give ASX the following information.

### Part 1 - All issues

*You must complete the relevant sections (attach sheets if there is not enough space).*

- |   |   |   |
|---|---|---|
| 1 | *Class of *securities issued or to be issued  | Performance Rights  |
| 2 | Number of *securities issued or to be issued (if known) or maximum number which may be issued   | 149,797 Performance Rights<br>(annual grant to Executives pursuant to Collins Foods Limited Executive and Employee Incentive Plan and in accordance with the Company's Securities Trading Policy) |
| 3 | Principal terms of the *securities (e.g. if options, exercise price and expiry date; if partly paid *securities, the amount outstanding and due dates for payment; if *convertible securities, the conversion price and dates for conversion) | Refer to Annexure A for further information regarding principal terms of the Performance Rights   |

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+ See chapter 19 for defined terms.

4	<p>Do the *securities rank equally in all respects from the *issue date with an existing *class of quoted *securities?</p> <p>If the additional *securities do not rank equally, please state:</p> <ul style="list-style-type: none"> <li>the date from which they do</li> <li>the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment</li> <li>the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment</li> </ul>	<p>The fully paid ordinary shares to be allotted on the exercise of the Performance Rights (after specific performance hurdles are achieved) will rank equally with existing fully paid ordinary shares on issue from the date of allotment</p>
5	Issue price or consideration	N/A
6	Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify those assets)	Performance Rights granted as equity compensation benefits to Executives in accordance with the Collins Foods Limited Executive and Employee Incentive Plan
6a	<p>Is the entity an *eligible entity that has obtained security holder approval under rule 7.1A?</p> <p>If Yes, complete sections 6b – 6h <i>in relation to the *securities the subject of this Appendix 3B</i>, and comply with section 6i</p>	No
6b	The date the security holder resolution under rule 7.1A was passed	N/A
6c	Number of *securities issued without security holder approval under rule 7.1	N/A
6d	Number of *securities issued with security holder approval under rule 7.1A	N/A
6e	Number of *securities issued with security holder approval under rule 7.3, or another specific security holder approval (specify date of meeting)	N/A
6f	Number of *securities issued under an exception in rule 7.2	N/A

6g	If *securities issued under rule 7.1A, was issue price at least 75% of 15 day VWAP as calculated under rule 7.1A.3? Include the *issue date and both values. Include the source of the VWAP calculation.	N/A				
6h	If *securities were issued under rule 7.1A for non-cash consideration, state date on which valuation of consideration was released to ASX Market Announcements	N/A				
6i	Calculate the entity's remaining issue capacity under rule 7.1 and rule 7.1A – complete Annexure 1 and release to ASX Market Announcements	13,950,000				
7	<p>*Issue dates</p> <p>Note: The issue date may be prescribed by ASX (refer to the definition of issue date in rule 19.12). For example, the issue date for a pro rata entitlement issue must comply with the applicable timetable in Appendix 7A.</p> <p>Cross reference: item 33 of Appendix 3B.</p>	149,797 on 13 November 2014				
8	Number and *class of all *securities quoted on ASX (including the *securities in section 2 if applicable)	<table><tr><th>Number</th><th>*Class</th></tr><tr><td>93,000,003</td><td>Fully paid ordinary</td></tr></table>	Number	*Class	93,000,003	Fully paid ordinary
Number	*Class					
93,000,003	Fully paid ordinary					
9	Number and *class of all *securities not quoted on ASX (including the *securities in section 2 if applicable)	<table><tr><th>Number</th><th>*Class</th></tr><tr><td>680,960</td><td>Performance Rights</td></tr></table>	Number	*Class	680,960	Performance Rights
Number	*Class					
680,960	Performance Rights					
10	Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests)	Performance Rights do not carry the right to receive dividends				

## Part 2 - Pro rata issue

11	Is security holder approval required?	N/A
12	Is the issue renounceable or non-renounceable?	N/A
13	Ratio in which the *securities will be offered	N/A
14	*Class of *securities to which the offer relates	N/A

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+ See chapter 19 for defined terms.

15	*Record date to determine entitlements	N/A
16	Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	N/A
17	Policy for deciding entitlements in relation to fractions	N/A
18	Names of countries in which the entity has security holders who will not be sent new offer documents  <small>Note: Security holders must be told how their entitlements are to be dealt with. Cross reference: rule 7.7.</small>	N/A
19	Closing date for receipt of acceptances or renunciations	N/A
20	Names of any underwriters	N/A
21	Amount of any underwriting fee or commission	N/A
22	Names of any brokers to the issue	N/A
23	Fee or commission payable to the broker to the issue	N/A
24	Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of security holders	N/A
25	If the issue is contingent on security holders' approval, the date of the meeting	N/A
26	Date entitlement and acceptance form and offer documents will be sent to persons entitled	N/A
27	If the entity has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders	N/A
28	Date rights trading will begin (if applicable)	N/A

29	Date rights trading will end (if applicable)	N/A
30	How do security holders sell their entitlements <i>in full</i> through a broker?	N/A
31	How do security holders sell <i>part</i> of their entitlements through a broker and accept for the balance?	N/A
32	How do security holders dispose of their entitlements (except by sale through a broker)?	N/A
33	*Issue date	N/A

## Part 3 - Quotation of securities

*You need only complete this section if you are applying for quotation of securities*

34    Type of \*securities  
(tick one)

(a)    ☐ \*Securities described in Part 1

(b)    ☐ All other \*securities

Example: restricted securities at the end of the escrowed period, partly paid securities that become fully paid, employee incentive share securities when restriction ends, securities issued on expiry or conversion of convertible securities

## Entities that have ticked box 34(a)

### Additional securities forming a new class of securities

*Tick to indicate you are providing the information or documents*

35    ☐ If the \*securities are \*equity securities, the names of the 20 largest holders of the additional \*securities, and the number and percentage of additional \*securities held by those holders

36    ☐ If the \*securities are \*equity securities, a distribution schedule of the additional \*securities setting out the number of holders in the categories

1 - 1,000

1,001 - 5,000

5,001 - 10,000

10,001 - 100,000

100,001 and over

37    ☐ A copy of any trust deed for the additional \*securities

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+ See chapter 19 for defined terms.

## Entities that have ticked box 34(b)

38	Number of *securities for which *quotation is sought	N/A					
39	*Class of *securities for which quotation is sought	N/A					
40	<p>Do the *securities rank equally in all respects from the *issue date with an existing *class of quoted *securities?</p> <p>If the additional *securities do not rank equally, please state:</p> <ul style="list-style-type: none"> <li>the date from which they do</li> <li>the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment</li> <li>the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment</li> </ul>	N/A					
41	<p>Reason for request for quotation now</p> <p>Example: In the case of restricted securities, end of restriction period</p> <p>(if issued upon conversion of another *security, clearly identify that other *security)</p>	N/A					
42	Number and *class of all *securities quoted on ASX (including the *securities in clause 38)	<table border="1"> <thead> <tr> <th>Number</th> <th>*Class</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>	Number	*Class	N/A	N/A	
Number	*Class						
N/A	N/A						

## Quotation agreement

- \*Quotation of our additional \*securities is in ASX's absolute discretion. ASX may quote the \*securities on any conditions it decides.
- We warrant the following to ASX.
  - The issue of the \*securities to be quoted complies with the law and is not for an illegal purpose.
  - There is no reason why those \*securities should not be granted \*quotation.
  - An offer of the \*securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.

Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty

- Section 724 or section 1016E of the Corporations Act does not apply to any applications received by us in relation to any \*securities to be quoted and that no-one has any right to return any \*securities to be quoted under sections 737, 738 or 1016F of the Corporations Act at the time that we request that the \*securities be quoted.
  - If we are a trust, we warrant that no person has the right to return the \*securities to be quoted under section 1019B of the Corporations Act at the time that we request that the \*securities be quoted.
- 3 We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from or connected with any breach of the warranties in this agreement.
- 4 We give ASX the information and documents required by this form. If any information or document is not available now, we will give it to ASX before \*quotation of the \*securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (will be) true and complete.

Sign here: Frances Finucan..... Date: ..14/11/2014.....  
 Company Secretary

Print name: Frances Finucan

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+ See chapter 19 for defined terms.

# Appendix 3B – Annexure 1

## Calculation of placement capacity under rule 7.1 and rule 7.1A for eligible entities

Introduced 01/08/12 Amended 04/03/13

### Part 1

Rule 7.1 – Issues exceeding 15% of capital	
<b>Step 1: Calculate “A”, the base figure from which the placement capacity is calculated</b>	
<b>Insert</b> number of fully paid *ordinary securities on issue 12 months before the *issue date or date of agreement to issue	93,000,003
<b>Add</b> the following: <ul style="list-style-type: none"><li>• Number of fully paid *ordinary securities issued in that 12 month period under an exception in rule 7.2</li><li>• Number of fully paid *ordinary securities issued in that 12 month period with shareholder approval</li><li>• Number of partly paid *ordinary securities that became fully paid in that 12 month period</li></ul> <b>Note:</b> <ul style="list-style-type: none"><li>• <i>Include only ordinary securities here – other classes of equity securities cannot be added</i></li><li>• <i>Include here (if applicable) the securities the subject of the Appendix 3B to which this form is annexed</i></li><li>• <i>It may be useful to set out issues of securities on different dates as separate line items</i></li></ul>	0
<b>Subtract</b> the number of fully paid *ordinary securities cancelled during that 12 month period	0
<b>“A”</b>	93,000,003



<b>Step 2: Calculate 15% of “A”</b>	
“B”	0.15 <i>[Note: this value cannot be changed]</i>
<b>Multiply</b> “A” by 0.15	13,950,000
<b>Step 3: Calculate “C”, the amount of placement capacity under rule 7.1 that has already been used</b>	
<b>Insert</b> number of +equity securities issued or agreed to be issued in that 12 month period <i>not counting</i> those issued: <ul style="list-style-type: none"> <li>Under an exception in rule 7.2</li> <li>Under rule 7.1A</li> <li>With security holder approval under rule 7.1 or rule 7.4</li> </ul> <b>Note:</b> <ul style="list-style-type: none"> <li><i>This applies to equity securities, unless specifically excluded – not just ordinary securities</i></li> <li><i>Include here (if applicable) the securities the subject of the Appendix 3B to which this form is annexed</i></li> <li><i>It may be useful to set out issues of securities on different dates as separate line items</i></li> </ul>	0
“C”	0
<b>Step 4: Subtract “C” from [“A” x “B”] to calculate remaining placement capacity under rule 7.1</b>	
“A” x 0.15 <i>Note: number must be same as shown in Step 2</i>	13,950,000
<b>Subtract</b> “C” <i>Note: number must be same as shown in Step 3</i>	0
<b>Total</b> [“A” x 0.15] – “C”	13,950,000 <i>[Note: this is the remaining placement capacity under rule 7.1]</i>

+ See chapter 19 for defined terms.

## Part 2

Rule 7.1A – Additional placement capacity for eligible entities	
<b>Step 1: Calculate “A”, the base figure from which the placement capacity is calculated</b>	
<b>“A”</b> <i>Note: number must be same as shown in Step 1 of Part 1</i>	N/A
<b>Step 2: Calculate 10% of “A”</b>	
<b>“D”</b>	0.10 <i>Note: this value cannot be changed</i>
<b>Multiply “A” by 0.10</b>	N/A
<b>Step 3: Calculate “E”, the amount of placement capacity under rule 7.1A that has already been used</b>	
<b>Insert</b> number of *equity securities issued or agreed to be issued in that 12 month period under rule 7.1A <i>Notes:</i> <ul style="list-style-type: none"> <li>• This applies to equity securities – not just ordinary securities</li> <li>• Include here – if applicable – the securities the subject of the Appendix 3B to which this form is annexed</li> <li>• Do not include equity securities issued under rule 7.1 (they must be dealt with in Part 1), or for which specific security holder approval has been obtained</li> <li>• It may be useful to set out issues of securities on different dates as separate line items</li> </ul>	N/A
<b>“E”</b>	N/A
<b>Step 4: Subtract “E” from [“A” x “D”] to calculate remaining placement capacity under rule 7.1A</b>	
<b>“A” x 0.10</b> <i>Note: number must be same as shown in Step 2</i>	N/A
<b>Subtract “E”</b> <i>Note: number must be same as shown in Step 3</i>	N/A
<b>Total [“A” x 0.10] – “E”</b>	N/A <i>Note: this is the remaining placement capacity under rule 7.1A</i>

## Annexure A

Summary of the key terms of the Performance Rights											
<b>Vesting Conditions</b>	<p>Vesting of the Performance Rights is conditional upon:</p> <ul style="list-style-type: none"> <li>• satisfaction of a minimum term of employment of 12 continuous months from the grant date;</li> <li>• remaining an eligible participant under the LTIP at all times before vesting; and</li> <li>• the compound growth in the Company's EPS achieved over the performance period is equal to or greater than the Minimum EPS Target.</li> </ul> <p>Performance will be tested following the determination of the Company's basic EPS for the financial period ending 30 April 2017, compared to the Company's basic EPS for the financial period ended 28 April 2014. If the growth in EPS between the financial period ended 28 April 2014 and the financial period ending 30 April 2017 is above the Minimum EPS Target and the other vesting conditions are satisfied, the proportion of Performance Rights that will vest will be as follows:</p> <table border="1"> <thead> <tr> <th>Collins Foods EPS Growth</th><th>% of grant vesting</th></tr> </thead> <tbody> <tr> <td>Below 6%</td><td>Nil</td></tr> <tr> <td>6% (Minimum EPS Target)</td><td>20%</td></tr> <tr> <td>Between 6% and 10%</td><td>Straight line between 20% and 100%</td></tr> <tr> <td>10% (Maximum EPS Target) or above</td><td>100%</td></tr> </tbody> </table> <p>EPS is calculated with reference to the disclosed EPS in the Company's annual audited financial reports. The Board retains a discretion to adjust the EPS performance condition to ensure that participants are not penalised nor provided with a windfall benefit arising from matters outside of management's control that affect EPS (for example, excluding one-off non recurrent items or the impact of significant acquisitions or disposals).</p> <p>Performance Rights will automatically vest on the business day after the Board determines the Vesting Conditions have all been satisfied (Vesting Determination Date).</p> <p>The Performance Rights will automatically exercise on the Vesting Determination Date unless the Vesting Determination Date occurs outside a trading window permitted under the Collins Foods Securities Trading Policy, in which case the Performance Rights will exercise upon the first day of the next trading window following the Vesting Determination Date. Upon exercise of the Performance Rights, the Company must issue or procure the transfer of Shares, or alternatively, may in its discretion elect to pay the Cash Equivalent Value to the Participant.</p> <p>Cash Equivalent Value means, for each Share to be issued or transferred to a Participant, the volume weighted average price at which Shares have traded on ASX over the 5 trading days prior to the date at which the obligation to issue or transfer the Share to a Participant under the LTIP arose.</p>	Collins Foods EPS Growth	% of grant vesting	Below 6%	Nil	6% (Minimum EPS Target)	20%	Between 6% and 10%	Straight line between 20% and 100%	10% (Maximum EPS Target) or above	100%
Collins Foods EPS Growth	% of grant vesting										
Below 6%	Nil										
6% (Minimum EPS Target)	20%										
Between 6% and 10%	Straight line between 20% and 100%										
10% (Maximum EPS Target) or above	100%										
<b>Lapse</b>	<p>Once on issue, Performance Rights will lapse on the first to occur of:</p> <ul style="list-style-type: none"> <li>• the stated expiry date;</li> <li>• the failure to meet the stated Vesting Conditions within the prescribed period;</li> <li>• if the Participant (or the Employee to whom the offer was made) ceases</li> </ul>										

+ See chapter 19 for defined terms.

	<p>to be an Employee due to death, permanent illness or permanent physical or mental incapacity (as certified by a medical practitioner who is approved in writing by the Board), retirement or redundancy (or any other reason as determined by the Board):</p> <ul style="list-style-type: none"> <li>○ for vested Performance Rights, until they validly exercise during a trading window; and</li> <li>○ for unvested Performance Rights and provided the Participant satisfies the minimum 12 month term of employment, unless the Board otherwise determines (eg including determining the number of unvested Performance Rights should be reduced pro-rata to reflect the period of the performance period that has elapsed between the date of issue and the date of cessation of employment), they will remain subject to the terms in the letter of offer and Performance Rights certificate until they are vested or lapse,</li> </ul> <ul style="list-style-type: none"> <li>• a determination by the Board that the Participant has: <ul style="list-style-type: none"> <li>○ been dismissed or removed from office as an Employee for any reason which entitles the Company or the Group entity to dismiss the Participant without notice; or</li> <li>○ acted fraudulently, dishonestly or in breach of the Participant's obligations to the Company or another Group entity or otherwise engaged in misconduct,</li> </ul> </li> </ul> <p>and, the vested and unvested Performance Rights are for that reason to be forfeited;</p> <ul style="list-style-type: none"> <li>• if the Participant ceases to be an Employee due to resignation (or any other reason as determined by the Board), the date of cessation of employment (or such longer period as the Board determines); and</li> <li>• notwithstanding any other rule, if the Participant has not satisfied the 12 month minimum term of employment, the Performance Rights will lapse regardless of whether they are vested or unvested.</li> </ul>
<b>Rights and restrictions of Performance Rights</b>	<p>Shares issued or transferred under the LTIP rank equally in all respects with other Shares on issue.</p> <p>In the event of a reconstruction of the Company (consolidation, subdivision, reduction, cancellation or return), the terms of any outstanding Performance Rights will be amended by the Board to the extent necessary to comply with the Listing Rules at the time of reconstruction.</p> <p>Any bonus issue of securities by way of capitalisation of profits, reserves or share capital account, will confer on each Performance Right, the right:</p> <ul style="list-style-type: none"> <li>• to receive on exercise or vesting of those Performance Rights, not only an allotment of one Share for each of the Performance Rights exercised or vested but also an allotment of the additional Shares and/or other securities the Employee would have received had the Employee participated in that bonus issue as a holder of Shares of a number equal to the Shares that would have been allotted to the Employee had they exercised those Incentives or the Performance Rights had vested immediately before the date of the bonus issue; and</li> <li>• to have profits, reserves or share premium account, as the case may be, applied in paying up in full those additional Shares and/or other securities.</li> </ul> <p>Subject to a reconstruction or bonus issue, Performance Rights do not carry the right to participate in any new issue of securities including pro-rata issues.</p> <p>Performance Rights will not be quoted on ASX. The Company will apply for quotation of any Shares issued under the LTIP.</p>
<b>Assignability</b>	<p>An Employee cannot sell, assign, transfer or otherwise dispose of a Performance Right without the prior written consent of the Board. This does not prevent the exercise of</p>

	the Performance Right by the estate of a deceased Participant.
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+ See chapter 19 for defined terms.