

# CBG Capital Limited

## Dividend Re-Investment Plan Rules

The following rules set out the terms and conditions which apply in relation to CBG Capital Limited's Dividend Re-Investment Plan (**Plan**).

### 1. Interpretation

(a) In these rules:

**ASX** means ASX Limited.

**Company** means CBG Capital Limited (ACN 168 936 249).

**Corporations Act** means the Corporations Act 2001 (Cth).

**Directors** means the directors of the Company.

**Dividend** means a cash dividend or cash component of a dividend.

**Eligible Member** means a person registered as the holder of a Share:

- (i) whose address as it appears in the register of members of the Company, is situated (and, in the case of a Share held jointly by 2 or more persons, all of whose addresses appearing in such register are situated) in Australia; or
- (ii) whose address as it appears in the register of members of the Company, is situated (and, in the case of a Share held jointly by 2 or more persons, 1 of whose addresses appearing in such register is situated) outside Australia and who has produced to the Company such evidence as the Company may require to satisfy the Company that any necessary approvals of any government or governmental authority in relation to participation in the Plan have been obtained and that such participation is not contrary to any applicable laws of Australia or any other relevant jurisdiction.

**Listing Rules** means the listing rules of ASX.

**Participant** means an Eligible Member who has applied to participate in the Plan and whose application has been accepted by the Directors pursuant to Clause 3(a).

**Plan Share** mean a Share which is designated a plan share pursuant to Clause 3(a).

**Register** means the register established and maintained pursuant to Clause 4(a).

**Share** means an ordinary fully paid share in the capital of the Company.

**Subscription Price** means the subscription price determined in accordance with Clause 5(a).

(b) Subject to any express or implied contrary intention:

- (i) words importing the singular include the plural and vice versa;
- (ii) a gender includes all genders;
- (iii) words importing natural persons include corporations and vice versa; and

- (iv) references to Clauses are references to Clauses of these Rules.

## 2. Applications

- (a) No person other than an Eligible Member may apply to participate in the Plan.
- (b) Each Eligible Member who wishes to participate in the Plan must complete and lodge with the Company an application form in the form approved by the Directors for that purpose (**Dividend Election Notice**).
- (c) Eligible Members may elect in their Dividend Election Notice to participate in the Plan in respect of:
  - (i) part of the Shares of which they are registered holders as at each record date for a dividend including any Shares allotted to them pursuant to the Plan in respect of those Shares (**First Alternative**); or
  - (ii) all of the Shares of which they are the registered holder as at each record date for a dividend including any Shares allotted to them pursuant to the Plan or otherwise and any Shares acquired by them other than by allotment (**Second Alternative**),

and must nominate in their Dividend Election Notice which of the First Alternative or Second Alternative they wish to apply in respect of their application. If Eligible Members nominate the First Alternative, they must specify the number of Shares in respect of which they seek to participate in the Plan. If they fail to nominate either the First Alternative or the Second Alternative or, where they nominate the First Alternative, fail to specify the number of Shares in respect of which they wish to participate, a cash Dividend will be paid to them.

- (d) No Eligible Member may transfer their right to any allotment of Shares pursuant to this Plan.

## 3. Acceptance of applications

- (a) The Directors may in their absolute discretion accept or refuse any application made by an Eligible Member pursuant to Clause 2. The Directors' acceptance of such an application must be denoted by the entry in the Register of the name of the Eligible Member applying and the other particulars required to be recorded in the Register pursuant to Clause 4(a). The Shares which are the subject of such an application become designated Plan Shares from that date.
- (b) Each application accepted by the Directors is effective in respect of the first Dividend payable after receipt of the applicable Dividend Election Notice and subsequent Dividends provided that any application form received by the Company after the close of the Company's share register for determination of entitlements to payment of a Dividend is not effective in respect of that Dividend.

## 4. Register

- (a) The Company must establish and maintain a register in which it records:
  - (i) each Participant's name and address;
  - (ii) the number of each Participant's Plan Shares; and
  - (iii) any variation approved by the Directors pursuant to Clause 6(a).
- (b) The Register is conclusive evidence of the matters recorded in it.

## 5. Investment of Dividends

- (a) Shares allotted pursuant to Clause 5(b)(v) will be allotted at a price per Share determined by the Directors from time to time in accordance with the Corporations Act and the Listing Rules (**Subscription Price**).
- (b) In respect of each Dividend due and payable to Participants in respect of their Plan Shares, the Directors must:
  - (i) determine the amount of Dividend payable in respect of the Plan Shares of that Participant;
  - (ii) aggregate the amount so determined;
  - (iii) determine the maximum number of Shares which could be acquired by subscription by the application of that aggregate to the subscription Shares at the Subscription Price;
  - (iv) on behalf of and in the name of the Participant subscribe for that number of additional Shares;
  - (v) allot that number of additional Shares to the Participant; and
  - (vi) where the number of Shares ascertained in accordance with the provisions of Clause 5(b)(iii) results in a fraction, round the number of Shares so ascertained up or down to the nearest whole number.
- (c) Dividends payable pursuant to Clause 5(b) will be credited to a Plan Share account and then applied in acquiring or subscribing for a maximum whole number of Plan Shares that may be transferred or allotted at price determined in accordance with Clause 5(a). Any balance remaining in a Participant's Plan Share account after Plan Shares have been transferred or allotted will be carried forward and added to the next dividend entitlement. No interest will accrue in respect of any balance in a Plan Share account.
- (d) All Shares allotted and issued under the Plan rank equally in all respects with existing Shares from the date of allotment.
- (e) Shares to be allotted under the Plan must be allotted within the time required by the Listing Rules.
- (f) Shares allotted under the Plan must be registered on a register where the Participant in respect of whom the Shares are allotted already holds Shares.

## 6. Variation or termination of participation

- (a) Participants may at any time apply to increase or decrease the number of their Plan Shares by completing and lodging with the Company a form approved for that purpose by the Directors and the Company may, in its absolute discretion, approve or refuse such an application (**Variation Notice**).
- (b) The Company's approval of a Variation Notice must be denoted by entry of the variation requested in the Register and the variation is effective on that entry being made.
- (c) Participants may at any time give to the Company notice of termination of their participation in the Plan in such form as the Directors approve for that purpose (**Termination Notice**) and on the date the Company receives that notice, the Participant ceases to be a Participant and all Plan Shares held by that Participant cease to be Plan Shares on that date.

- (d) If a Participant dies, participation by him/her and any other Participants with whom the deceased was a joint Participant is terminated on the date the Company receives notice of death of the deceased Participant.
- (e) If Participants dispose of all of their Shares without giving the Company a Termination Notice and are not registered as the holders of any Shares when the Company's share register is next closed for determination of entitlements to a payment of a Dividend, the Participants are deemed to have terminated their participation on the last date when the Company registered a transfer or instrument of disposal of their Shares.
- (f) Where Participants dispose of less than the number of all Shares held by them, then unless they advise the Company otherwise prior to the registration of a transfer or instrument of disposal of such Shares:
  - (i) if the Shares disposed of are in number less than or equal to the number of their Shares which are not Plan Shares, the Shares so disposed of are deemed to be Shares which are not Plan Shares;
  - (ii) if the Shares disposed of are more in number than the number of their Shares which are not Plan Shares, the Shares so disposed of are deemed to include all of their Shares which are not Plan Shares together with that additional number of their Plan Shares which is equal to the number calculated by subtracting from the number of Shares disposed of, the number of all their Shares which are not Plan Shares.

## **7. Quotation of Plan Shares**

The Company must make application promptly after each allotment of Plan Shares for quotation of such Plan Shares on the official list of the ASX.

## **8. Limitation of subscription**

The Directors may at any time by notice in writing to Participants limit the amount of Dividends that may be invested in subscriptions for Plan Shares.

## **9. Modification, suspension and termination of the Plan**

- (a) These Rules may be modified or varied by the Directors giving to Participants not less than one month's written notice of the Directors' intention to do so and complying with any requirements of the Listing Rules.
- (b) The Directors may settle any difficulties, anomalies or disputes which may arise in connection with, or by reason of, the operation of the Plan, whether generally or in relation to any Participant or any Shares in such manner as they think expedient and the determination of the Directors is conclusive and binding on all Participants and other persons to whom the determination relates.
- (c) The Directors may suspend the Plan after giving to Participants not less than 14 days written notice of their intention to do so.
- (d) The Plan may be terminated by the Directors by giving to the Participants not less than two months written notice of the Directors' intention to do so.

## **10. Costs to Participants**

No brokerage, commissions or other transaction costs are payable by the Participants in respect of the application for an allotment of Shares under the Plan.

**11. Statements**

As soon as practicable after each allotment of Shares pursuant to Clause 5(b)(v) and as required by the Listing Rules, the Company must send to each Participant to whom Shares have been allotted a statement setting out, in respect of each Participant:

- (a) the number of the Participant's Plan Shares as at the date of closure of the Company's share register for determination of entitlements to payment of the relevant Dividend prior to such allotment;
- (b) the amount of Dividend due and payable to that Participant in respect of the Participant's Plan Shares which have been applied towards subscription for additional Shares;
- (c) the number of additional Shares allotted to the Participant pursuant to Clause 5(b)(v); and
- (d) the number of Shares (including Plan Shares) in respect of which the Participant is the registered holder after such allotment.

**12. Participants bound**

Participants are bound by these Rules in respect of the Plan as modified or varied pursuant to Clause 9.