



safer better dependable

ASX Announcement

26 February 2013

ASX: DSB

Board of Directors

Gordon Galt – Chairman

Stephen Bizzaca – Managing Director –
CEO

Glyn Dawkins – Non Executive Director

Geoffrey Garside – Non Executive Director

Company Secretary

Tony McFadden

Principal Contact

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To : Australian Securities Exchange
Company Announcement

Dividend Reinvestment Plan (DRP)

Delta SBD Limited (DSB) is pleased to announce the implementation of our Dividend Reinvestment Plan.

The DRP will be open to future dividends until further notice and is applicable for the interim dividend for the six months to 31 December, 2012.

Yours Faithfully

Tony McFadden
Chief Financial Officer and Company Secretary

Dividend Reinvestment Plan

Delta SBD Limited ACN 127 894 893

Version: 5 (22 February 2013 – McR amendments)

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IMPORTANT – This is an important document. If after reading this document, you do not understand its contents, you are advised to contact your broker, legal advisor, financial advisor or accountant.

You may contact the Share Registry on +61 9290 9600 if you have any questions about this document or the Plan. Please be aware that the Share Registry can only provide answers to questions and cannot provide you with professional advice.

Corporate directory

Corporate office

Delta SBD Limited
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560

Share registry

Boardroom Pty Limited
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Sydney, NSW 2001

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Telephone: (outside Australia) +61 2 9290 9600

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Internet: www.boardroomlimited.com.au

Email: enquiry@boardroomlimited.com.au

Frequently asked questions

*** Capitalised terms are defined in the Plan.*

Am I eligible to participate in the Plan?

All Delta SBD Limited Shareholders are eligible to participate in the Plan, provided they reside in Australia or New Zealand. Non-resident Shareholders will generally not be eligible to participate in the Plan. The Company reserves the right to permit or limit participation in the Plan by non-resident Shareholders. The Board may request that a non-resident Shareholder give evidence that they are lawfully able to participate in the Plan, before approving the Shareholder's participation.

Am I required to participate in the Plan?

No. Participation in the Plan is optional.

How do I begin Participating in the Plan?

In order to participate in the Plan, you must accept the terms and conditions online by visiting <http://www.boardroomlimited.com.au/> and confirm your participation. Alternatively, you may contact the Share Registry on +61 9290 9600 and request and Election Form. The Election Form must be completed, signed and posted to the Company's Share Registry (the details are contained in the Corporate Directory at the front of this booklet).

Are all of my Shares required to Participate in the Plan?

No. If you wish to participate in the Plan, you can elect that only some of your Shares participate. To make this election, you simply select 'Partial Participation' online by specifying the number of Shares you wish to participate. Alternatively, check the Partial Participation box on the Election Form and specify the number of Shares you wish to participate.

The balance of your shares (**Non-Participating Shares**) will therefore remain as they are and you will continue to receive any dividend entitlements for those Shares in cash (by way of cheque or direct deposit into your nominated bank account).

Can I change my Participation level at any time?

Except in the event that the Plan is suspended, you can either vary (increase or decrease) or terminate your participation level in the Plan at any time online by visiting <http://www.boardroomlimited.com.au/>. Alternatively, you can contact the Share Registry to obtain a Variation Notice which will need to be completed, signed and returned to the Company's Share Registry (the details are contained in the Corporate Directory in this booklet).

You should be aware that, in order to be valid and effective for a dividend payable in respect of Shares in the Plan, you must submit your Variation Form with the Company's Share Registry by the nominated Record Date.

Is it expensive to participate in the Plan?

No. In fact, at present, there are no fees or associated costs of participating in the Plan.

The Company will continue to pay any administrative costs in relation to acquisitions made under the Plan for so long as it is permitted to do so under the law. Please note that subsequent transactions concerning the Shares will be at the expense of the Shareholder.

Will further issues of Shares automatically Participate in the Plan?

Yes. Any Shares issued or transferred to you after you have made an election to participate in the Plan will automatically be deemed to be participating shares in the Plan. If you do not want this to occur, you will need to terminate the participation of those Shares online at <http://www.boardroomlimited.com.au/> or submit a new Election Form terminating the participation of those Shares.

When will my Participation in the Plan begin?

Your participation in the Plan will begin from the time your Election Form is received by the Share Registry. You should be aware that in order to be effective for the relevant Eligible Dividend period, your Election Form must be received by the relevant Record Date.

How many Shares will I receive?

The number of Shares that you will receive is calculated by dividing the Eligible Dividend (net the withholding of or payment of any tax or other payment or levy) by the Market Price. Your entitlement will be used to purchase as many new Shares as possible at the Market Price and fractional entitlements will be rounded up to the nearest whole number of Shares.

How is the Market Price determined?

The price will be the Market Price, which is, subject to the board deciding otherwise, the arithmetic average of the daily volume weighted average price (calculated by disregarding any Excluded Transactions) of Shares sold on the ASX during the 10 Trading Days commencing on the second Trading Day after the Record Date, less any discount the board decides.

How will I know how many Shares I have received under the Plan?

After each issue of Shares to you under the Plan, the Share Registry will send you a statement detailing the change in your shareholding.

Can I sell my Plan Shares?

Yes. You can sell any of your Participating Shares at any time. If you transfer your Participating shares, the Shares will be deemed Non-Participating Shares immediately upon transfer.

If you hold both Participating and Non-Participating Shares (that is you elected Partial Participation in the Plan), and you wish to transfer only some of your shares, your Non-Participating Shares will be reduced first, before your Participating Shares, if that should be necessary. You can change this outcome by completing and lodging a new Election Form.

You should be aware that your participation in the Plan is not transferable.

Can the Plan be changed or terminated?

Pursuant to the Plan Rules, the Board may vary, suspend, recommence or terminate the Plan at any time as it deems appropriate and in its discretion.

What is the taxation treatment of Dividends paid under the Plan?

The Company takes no responsibility for the taxation liabilities of Participants. Specific taxation advice should be obtained by the Participant from an independent advisor.

Features of the Plan

The principal features of the Delta SBD Limited Dividend Reinvestment Plan (Plan) are:

- (a) your participation in the Plan is optional;
- (b) you may elect to participate in the Plan at any time;
- (c) similarly, you can vary or terminate your participation in the Plan at any time;
- (d) any Shares you acquire through the Plan rank equally with existing Shares in the Company; and
- (e) joining and participating in the Plan is free – you do not pay any fees, brokerage or transaction costs.

Dividend reinvestment plan rules

1 Definitions

In these Rules, unless the context otherwise requires:

Term	Definition
ASX	means ASX Limited ACN 008 624 691.
Board	means the directors of the Company from time to time acting collectively.
Business Day	means a business day in Sydney, New South Wales.
Commencement Date	means the date on which Election Forms are sent to Shareholders by the Company under which Shareholders may elect to participate in the Plan.
Company	means Delta SBD Limited ACN 092 593 774.
Constitution	means the Constitution of the Company as amended from time to time.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Cum Date	means the date on which Shares are quoted on a 'cum' basis on ASX.
Date of Suspension	has the meaning set out in rule 13.2.
Directors	means the directors of the Company from time to time.
DRP or Plan	means the Company's Dividend Reinvestment Plan constituted and governed by these Rules as adopted by the Board and amended from time to time.
Distribution Amount	means the amount of the Eligible Dividend payable to a Participant, less any deductions or withholdings the Company is entitled or required by law to deduct, as contemplated by rule 8.2.
Election Form	means an online web application made by visiting http://www.boardroomlimited.com.au/ or a written application to participate in the DRP signed by a Shareholder (or each Shareholder in the case of a joint shareholding) under rule 4.1 in the form prescribed or approved by the Board from time to time, which may (without limitation) be combined with or form part of, any other form or notice (including a Variation Notice).
Eligible Dividend	means a dividend declared by the Directors to be payable wholly in cash in respect of Shares (whether or not in respect of Shares in every class) which the Directors declare to be an Eligible Dividend for the purposes of the DRP.
Ex Date	means the date on which Shares are quoted on an 'ex' basis on ASX.
Excluded Transactions	means:

Term	Definition
	<ul style="list-style-type: none"> (a) transactions identified in accordance with the Market Rules as 'special crossings' or 'crossings' prior to the commencement of the 'open session state'; (b) overseas trades; (c) overnight trades; (d) option exercises; and (e) any other sale the Board decides to exclude for the purpose of calculating the Market Price because the Board considers the sale may not be fairly reflective of genuine supply and demand for Shares.
Full Participation	has the meaning set out in rule 4.2(a).
Listing Rules	means the listing rules of ASX.
Market Price	of a Share, in respect of the Record Date, means the price determined by the Board to be the arithmetic average of the volume weighted average market price of all Shares sold on ASX (calculated by disregarding any Excluded Transactions) during the period of 10 Trading Days beginning on the second Trading Day after the Record Date (or such other period or periods as the Directors may from time to time determine) which is to be calculated by the Company by reference to information the Board approves for the purpose, and to be rounded up or down to the nearest full cent.
Market Rules	means the operating rules of ASX published as the 'ASX Market Rules'.
Non-Participating Share	means a fully paid Share that is not a Participating Share.
Official List	means the Official list of ASX.
Partial Participation	has the meaning set out in rule 4.2(b).
Participant	means a Shareholder some or all of whose Shares are Participating Shares.
Participating Share	means a fully paid Share which a Participant has validly elected to Participate in the DRP.
Participate and Participation	means Full Participation or Partial Participation as the case may be.
Record Date	means the date on which entitlements to Eligible Dividends are notified by the Company to ASX.
Register	means the Company's share register.
Rules	means these rules of the DRP as may be amended by the Board from time to time.
Share	means a fully paid ordinary share in the share capital of the Company and any other class of share in the Company that the Board may from time to time determine is capable of Participating in the DRP.
Shareholder	means, subject to rule 2, the person whose name is entered in the Register as the holder of the Share on any given date.
Share Registry	means Boardroom Pty Ltd Limited or such other share registry

Term	Definition
	as the Company may from time to time determine by notice to Participants.
Trading Day	means a full day (other than a day on which the ASX is closed or on which trading on the ASX is suspended) on which Shares are quoted, and not suspended from quotation or made subject to a trading halt on the ASX.
Variation Notice	means an online variation made by visiting http://www.boardroomlimited.com.au/ or a written notice in the form prescribed or approved by the Board from time to time, used to vary or terminate a Shareholder's participation in the DRP and signed by a Shareholder (or each Shareholder in the case of a joint shareholding) pursuant to rule 10.1 which may (without limitation) be combined with, or form part of, any other form or notice including an Election Form.

2 Separate Shareholder numbers

Where a Shareholder is, in respect of a distinct number of Shares held by that Shareholder, shown in the Register with separate shareholder numbers, for the purpose of these Rules, the Shareholder is taken to be a separate and distinct Shareholder in relation to each such shareholder number and Shares that may be from time to time entered in the Register in relation to that Shareholder number.

3 Participation in the plan

3.1 Optional Participation

Participation in the DRP by a Shareholder is optional (at the sole election of the Shareholder in accordance with these Rules), and may be varied or terminated at any time.

3.2 Non transferable

Participation in the DRP is not transferable.

3.3 Eligible Shareholders

Except as provided in rule 3.4, each Shareholder is eligible to participate in the DRP subject to:

- (a) these Rules and the Constitution;
- (b) if the Shareholder resides, or is shown in the Register as having an address, outside Australia, any applicable law of Australia or any other country and the approval of the Board; and
- (c) any limitation on shareholding in the Company or participation in the DRP imposed by any law or the Board from time to time.

3.4 Non resident Shareholders

A Shareholder is not eligible to participate in the DRP if the registered address of that Shareholder is in a country or place where the Board decides that the offer of a right to participate would or might be unlawful, impossible or impracticable.

3.5 Director's discretion

Notwithstanding anything in these Rules, the Directors are under no obligation to allot any Share to a Shareholder under the DRP if:

- (a) to do so would or might (in the opinion of the Directors):
 - (i) prejudice the effective operation of the DRP;
 - (ii) give rise to breaches of applicable laws by the Company or its officers or by the Participant;
 - (iii) result in a breach of the Constitution, possible inconvenience or expense by allowing such Participation; or
- (b) in the opinion of the Directors, a Shareholder was involved in a split of a shareholding in an attempt to increase the number of Shares that may otherwise be allotted under these Rules.

4 Extent of Participation

4.1 Election to Participate

An election to participate in the DRP may, subject to these Rules, only be made by a Shareholder completing an Election Form online or giving an Election Form to the Share Registry.

4.2 Extent of participation

A Shareholder may participate in the DRP in respect of either:

- (a) all Shares entered in the Register in the Shareholder's name which are nominated as being Participating Shares pursuant to these Rules (**Full Participation**); or
- (b) a specific number of the Shares, which is less than a Shareholder's full holding, which are nominated as being Participating Shares pursuant to these Rules (**Partial Participation**).

4.3 Election to Participate

A Shareholder must specify in an Election Form the extent to which the Shareholder wishes to participate in the DRP by specifying either:

- (a) Full Participation; or
- (b) Partial Participation and specify the number of Shares which are to become Participating Shares.

4.4 Full Participation

In the case of Full Participation, when the nomination in the Election Form has taken effect, all Shares entered in the Register in the Shareholder's name when the nomination takes effect and all Shares subsequently entered in the Register in the Shareholder's name (including, without limitation, allotment under the DRP) are subject to the DRP.

4.5 Partial Participation

In the case of Partial Participation, when the nomination in the Election Form has taken effect:

- (a) the number of Shares entered in the Register in the Shareholder's name and specified by the Shareholder in the Election Form for participation in the DRP when the nomination takes effect;
- (b) any other Shares entered in the Register in the Shareholder's name which are subsequently nominated for Partial Participation in the DRP under rule 10.1; and
- (c) all Shares entered in the Register in the Shareholder's name pursuant to an allotment under the DRP,

will become Participating Shares.

4.6 Full Participation by default

If an Election Form does not clearly specify:

- (a) the level of Participation; and
- (b) the number of Shares to become Participating Shares in the DRP,

the election will be deemed to be an election for Full Participation.

4.7 Nomination taking effect

For the purposes of this rule 4, a reference to a nomination or Election Form taking effect is a reference to a nomination or Election Form taking effect in accordance with rule 12.

4.8 Shares held by Trustee, Nominee or in Broker's Clearing Account

For Shares held by a trustee or nominee or in a broker's clearing account, in order for the trustee, nominee or broker to validly elect Shares to Participate in the DRP the trustee, nominee or broker must disclose to the Board in the Election Notice that the Shares are held on behalf of various persons.

4.9 Shares over which the Company has a charge

Notwithstanding anything in these Rules, no dividend will be paid to a Shareholder in respect of Shares under the DRP where, in accordance with the Constitution or otherwise by law:

- (a) the Board is, or would be, entitled to retain all or part of any dividend which is, or would be, payable in respect of any of the Shareholder's Shares which are the subject of the DRP; or
- (b) the Company is, or would be, entitled to a charge or lien over any of the Shareholder's Participating Shares, or over any dividend payable in respect of any such Shares.

4.10 Shares which may not Participate in the DRP

Shares registered in the name of a Shareholder to which rule 4.9 applies and Shares which are not fully paid or are not otherwise eligible to receive a full dividend (**Non-Qualifying Shares**), may not Participate in the DRP. Where Shares have been nominated for either Full Participation or Partial Participation, and Non-Qualifying Shares are either:

- (a) included in that nomination at the time when the nomination has taken effect in accordance with rule 12; or
- (b) subsequently entered in the Register in the Shareholder's name in consequence of an allotment, or by reason of a transfer or transmission of Shares or otherwise,

then the Non-Qualifying Shares will not be Participating Shares under these Rules unless and until:

- (c) in the case of Full Participation, the Shares cease to be Non-Qualifying Shares; and
- (d) in the case of Partial Participation, the Shares cease to be Non-Qualifying Shares and after that time an Election Form is delivered and takes effect in accordance with these Rules.

4.11 Failure to identify Shareholder number

Where a Participant becomes a registered holder of additional Shares:

- (a) by reason of a transfer or transmission of Shares from another person; or
- (b) in consequence of an allotment of Shares arising from an acceptance of renounceable rights or an exercise of options, being rights or options which are transferred to the Shareholder from another person,

the instrument of transfer (**instrument**) relating to the transferred Shares or transferred rights or options, as the case may be, which is lodged or received for registration with the Company, must correctly identify an existing shareholder number of the Participant and the Shares to be transferred, transmitted or allotted, as the case may be, in order to be entered into the Register in relation to that shareholder number.

4.12 Allocation to new account

Notwithstanding the foregoing Rules, where a Participant fails to identify or correctly identify a shareholder number in respect of additional Shares referred to in rule 4.11, those Shares:

- (a) will be allocated to a new shareholder number created in the Register in respect of the transfer or allotment; and
- (b) will not be Participating Shares for the purpose of the DRP, in the absence of the Participant making an election to participate in respect of those Shares pursuant to rule 3.

4.13 Identification of shareholding account

To correctly identify a shareholder number, the name, address, account number (if any) and account designation (if any) specified by the transferee in the instrument must be identical to the name, address, account number, account designation in relation to that shareholder number in the Register.

5 Operation of DRP

5.1 Commencement of DRP

The DRP commences on the Commencement Date and will apply to any dividend of the Company paid after the Commencement Date, unless the Board decides otherwise or has suspended or terminated the operation of the DRP under these rules. For the avoidance of doubt, the DRP will not operate in respect of any dividend of the Company declared prior to the Commencement Date.

5.2 Application of DRP

- (a) Notwithstanding any other Rule, the DRP applies only in respect of an Eligible Dividend payable to a Participant in respect of a fully paid Participating Share on the Record Date.
- (b) Eligible Dividends will be applied by the Company to subscribe for and arrange for the transfer or issue of Shares on behalf of a Participant in accordance with rule 5.3.

5.3 Reinvestment of Eligible Dividends

- (a) The Board will establish and maintain a DRP account for each Participant in respect of each separate shareholding, into which Eligible Dividends will be paid.
- (b) Upon an Eligible Dividend being declared, the Board will for each Participant:
 - (i) determine the Eligible Dividend amount payable in respect of a Participant's Participating Shares less any costs calculated in accordance with rule 7;
 - (ii) deposit the Participant's DRP account with the amount determined in (i) above; and
 - (iii) either subscribe for or arrange for the purchase and transfer of Shares on behalf of the Participant from another Shareholder with the clear funds in the Participant's DRP account.

5.4 Application of Eligible Dividend

The Distribution Amount must be applied by the Company on the Participant's behalf in subscribing for, and the Company must allot to the Participant, the number of fully paid Shares of the same class (**S**) determined in accordance with the following formula:

$$S = \frac{N}{M}$$

Where:

N is the amount in dollars of the Distribution Amount; and

M is the Market Price in dollars per Share or such other price or percentage of the Market Price as may be determined by the Directors from time to time less any discount determined by the Board (which must not be greater than 5%).

5.5 Whole number

If any number determined in accordance with the formula in rule 5.2(b) is a fraction, that fraction will be rounded up to the nearest whole number.

5.6 Full payment of Eligible Dividend

Where the Eligible Dividend in respect of the Participating Shares is dealt with by the Company in accordance with rule 5.2(b), that constitutes full and final payment by the Company of the Eligible Dividend in respect of the Participating Shares to the relevant Shareholder.

5.7 Directors' discretion

- (a) The Board has the complete discretion to, in respect of rule 5.3, issue new Shares, purchase existing Shares and arrange for the transfer of those Shares or a combination of both.
- (b) Despite any other provision of this rule 5, the subscription price for Shares to be allotted under the DRP may be adjusted in such manner as the Directors consider appropriate:
 - (i) to preserve equity between Participants and other Shareholders; or
 - (ii) to disregard any effect on the subscription price which appears in the reasonable opinion of the Directors to have resulted from a breach of a provision of Part 7.10 of the Corporations Act.

6 Shares allotted under the DRP

Shares allotted under the DRP to a Participant:

- (a) must be allotted in accordance with the Constitution;
- (b) rank equally in all respects with existing Participating Shares of the same class; and
- (c) must be entered in the same part of the Register as the part in which the Participant's Participating Shares are entered at the time of the allotment.

7 Underwriting

The Board may, in its absolute discretion, choose to partially or fully underwrite the DRP in respect of any Eligible Dividend with one or more underwriters.

8 Costs to Participants

8.1 Transaction costs

Except to the extent required by law (in which case rule 8.2 applies), no brokerage, commission, stamp duty or other transaction costs will be payable by a Participant in respect of any allotment of Shares under the DRP.

8.2 Deduction of costs

Where any law requires on any occasion the payment of any amount (including, without limitation, the withholding of or payment of any tax or other payment or levy) in respect of an allotment of Shares to a Participant under the DRP, that amount is to be deducted from the sum which would, but for the Participation of the Participant, be available for payment to the Participant and paid by the Company as required by that law.

9 Statements to Participants

After each allotment made under rule 5.2(b), the Company must forward to each Participant a statement detailing, as at the date of that allotment:

- (a) the number of the Participant's Participating Shares at the relevant Record Date;
- (b) the Distribution Amount;
- (c) the amount of any deductions made under rule 8.2 in respect of that allotment;
- (d) the number of Shares allotted under the DRP by that allotment;
- (e) the issue price of each Share allotted to the Participant under the DRP;
- (f) the franked amount (if any) of the dividend and the imputation tax credit (if any) attaching to the dividend; and
- (g) subject to any Share transactions in the intervening period, the total number of Participating Shares of the Participant after the dividend.

10 Variation or termination of Participation

10.1 Variation of Participation

Subject to rule 11, a Participant may by completing a Variation Notice online or giving a Variation Notice to the Share Registry:

- (a) convert from Full Participation in the DRP to Partial Participation;
- (b) convert from Partial Participation in the DRP to Full Participation;
- (c) increase or decrease the number of the Participant's Participating Shares; or
- (d) terminate the Participant's Participation in the DRP.

10.2 Death/bankruptcy of Participant

If a Participant dies or becomes bankrupt, Participation by the Participant and any other Participants with whom the deceased was a joint Participant terminates with effect from the time the Company receives notice of the death or bankruptcy of that Participant as the case may be.

11 Transfer of Participating Shares

11.1 Transfer of all Shares

Where a Participant transfers all of the Participant's Shares, the Participant is treated as having given notice to terminate Participation in the DRP on the last date when the Company registered the relevant transfer or instrument of disposal of the Participant's Shares.

11.2 Transfer of some Shares

Subject to the Listing Rules and ASIC requirements, where a Participant transfers some of the Participant's Shares, the Shares so transferred are taken to comprise:

- (a) first, Shares which are Non-Participating Shares of that Participant (if any); and
- (b) secondly, to the extent that the number of Shares referred to in rule 11.2(a) is insufficient to make up the full parcel of Shares transferred, Participating Shares of that Participant.

11.3 Different priority

- (a) Where a Participant transfers some of the Participant's Shares, and wishes those Shares to be comprised other than as specified in rule 11.2, the Participant may lodge an Election Form online or deliver an Election Form to the Share Registry which specifies that particular Shares will be the subject of a particular transfer. Subject to rule (b), such an Election Form will not be of any effect unless:
 - (i) it is validly lodged online or received by the Share Registry prior to the registration of the transfer to which the Election Form relates;
 - (ii) it provides details sufficient to identify the transfer to which the Election Form relates including, but not limited to, the date on which any relevant instrument of transfer was executed and the number of Shares concerned;
 - (iii) it identifies the number of Shares (if any) participating in the DRP which are to be the subject of the transfer; and
 - (iv) it is signed by or on behalf of the Shareholder in such manner as the Company may require.
- (b) Subject to rule 12.6, if a Participant lodges an Election Form under rule (a) after the time set out in rule 11.3(a)(i), the Company may, nevertheless, adjust the number of that Participant's Participating Shares to reflect the intention of the Participant as evidenced by the Election Form.

11.4 Cessation of Participation

A Participating Share will not cease to be a Participating Share following a transfer unless or until the transfer has been registered in accordance with the Constitution and any other relevant legal requirements.

12 Election and notices

12.1 Form

Election Forms and Variation Notices must be in writing and signed by the Shareholder or registered broker, trustee or agent of a Shareholder and must be in the form prescribed or approved by the Board from time to time or otherwise in accordance with these Rules.

12.2 Effectiveness of notices

Notices under these Rules (including, without limitation, Election Forms and Variation Notices) will be effective on receipt by the Share Registry subject to:

- (a) these Rules;
- (b) in the case of Election Forms or Variation Notices:
 - (i) approval by the Board which may be withheld in any case (in its absolute discretion);
 - (ii) the appropriate entry having been made in the Register in respect of the Participating Shares to which the Election Form or Variation Notice relates to record the Participation of the Participant in the DRP, or the variation of the Participation of the Participant in the DRP (as the case requires);
 - (iii) receipt by the Company by not later than 5pm (local time) on the Record Date in respect of the relevant Eligible Dividend; and
 - (iv) any other restrictions as to the period of notice which the Board may from time to time impose.

12.3 Time takes effect

- (a) Where an Election Form or a Variation Notice has been approved and the appropriate entry has been made in the Register, the Election Form or the Variation Notice will take effect as from the time at which the entry was made.
- (b) To avoid ambiguity, Election Notices received after 5pm (local time) on the Record Date in respect of the relevant Eligible Dividend are not effective in respect of that dividend but are effective for any subsequent Eligible Dividend Record Date.

12.4 Approval

Approval of an Election Form or Variation Notice may be withheld in any case at the absolute discretion of the Board, including, without limitation, if the Board has determined that approval of that Election Form or Variation Notice would prejudice the effective operation of the DRP or otherwise be contrary to law or equity.

12.5 Notice by transferee or transmittee

An Election Form or Variation Notice given by a transferee or transmittee of Shares may be treated by the Company as an effective notice for the purposes of these Rules notwithstanding that the Shares were not registered in the name of the transferee or transmittee at the time the Election Form or Variation Notice was given.

12.6 Invalid notices

The Company is under no obligation to correct invalid Election Forms or Variation Notices on behalf of Shareholders or to correct an error or omission in such forms prior to acceptance under these Rules or otherwise.

12.7 Notice by Company

A notice required by these Rules to be given to Shareholders may be served on Shareholders at such time as the Board thinks fit by:

- (a) despatch of the notice in writing to each Shareholder in accordance with the Constitution; or
- (b) announcement on the ASX; or
- (c) both of the methods specified in rules 12.7(a) and 12.7(b).

12.8 Notice by Shareholder

- (a) The Board may determine that Shareholders may lodge notices, including but not limited to Election Forms and Variation Notices, electronically either through the Company or the Share Registry .
- (b) Any notice lodged electronically must comply with any terms and conditions imposed by the Board in respect of electronic notices, in addition to the requirements under these Rules from time to time.

12.9 Omission to give notice

The accidental omission to give notice of modification, suspension or termination or the non-receipt of any notice by any Shareholder pursuant to Rule 12.7 will not invalidate the modification, suspension or termination of the DRP.

13 Suspension of Plan

13.1 Suspension

The DRP may be suspended by the Directors at any time at their absolute discretion.

13.2 Period of suspension

A suspension of the DRP under rule 13.1 will take effect from a date determined by the Directors (**Date of Suspension**) and will continue until such time as the Directors resolve either to recommence or to terminate the DRP in accordance with these Rules.

13.3 Effect of suspension

- (a) As of the Date of Suspension, any Shares which may have been Participating Shares immediately prior to that date will be suspended from Participation in the DRP for the period from the suspension and until the date immediately following recommencement of the DRP.
- (b) During the period of the suspension of the DRP, all Shares will be deemed Non-Participating Shares for the purposes of these Rules notwithstanding the entries which

may appear in the Register from time to time and accordingly will not be entitled to an Eligible Dividend declared while the DRP is suspended.

- (c) Any Election Form received by the Share Registry pursuant to these Rules during a suspension of the DRP will not be processed but will be held pending the recommencement of the DRP pursuant to rule 13.4 at which time it shall be processed.
- (d) A suspension under this Rule does not give rise to any liability on the part of, or right or action against, the Company, the Board or its Directors, employees or agents.

13.4 Recommencement of DRP

The Board may resolve to recommence the suspended DRP at any time on such conditions as it considers appropriate.

13.5 Effect of prior nomination

- (a) Without limiting its power under rule 13.4, the Directors may also direct that Shares which had been nominated for Full Participation or Partial Participation in the DRP prior to the date of suspension will, with effect from the date of recommencement, participate in the DRP in accordance with the previous nominations of the Shareholders concerned.
- (b) The date and conditions of the recommencement (including any directions as to Shares recommencing to participate in the DRP) must be notified to Shareholders in accordance with these Rules.

13.6 Notice of suspension/recommencement

The date of any suspension and the date of any recommencement of the DRP must be notified to Shareholders by the Company in accordance with these Rules.

14 Modification, variation and termination of the DRP

14.1 Modification, variation or termination

The DRP may be varied, modified or terminated by the Board (subject to the Constitution) at any time by notice to all Shareholders in accordance with these Rules.

14.2 Effect of modification, termination or variation

- (a) A Participant will be taken to continue to Participate in the DRP as varied or modified unless the Participant amends or terminates its Participation under these Rules;
- (b) A modification, variation or termination of the DRP under these Rules does not give rise to any liability on the part of, or action or right against the Company, the Board or its Directors, employees or agents.

15 General

15.1 Administration of the DRP

- (a) Subject to rule 15.5, the Board shall administer the DRP and these Rules.

- (b) Any decision of the Board or the Directors in respect of the DRP and these Rules shall be final and binding on all Participants and other persons to whom the decision relates.
- (c) Despite any other Rule, the Board shall at all times have the power to, among other things:
 - (i) make determinations in respect of the Rules generally or specific Participants in regard to interpretation of the Rules, errors or ambiguities in the Rules or disputes arising under the Rules;
 - (ii) waive strict compliance with the Rules; and
 - (iii) determine procedures for the administration of or participation in the DRP.

15.2 Dispute resolution

The Board may settle, in the manner it considers appropriate, any difficulties, anomalies or disputes which may arise in connection with, or by reason of this DRP (or its operation) whether generally or in relation to any Participant or any Shares and the decision of the Board is conclusive and binding on all Participants and other persons to whom the decision relates.

15.3 Entries conclusive

Subject to these Rules, the entries which have been made in the Register in respect of a Participant at any time under these Rules will be conclusive in determining whether or not a Share is a Participating Share and whether the holder of the Share at that time has the corresponding rights which attach under these Rules to a Participating Share.

15.4 Errors in Register

Neither the Company nor any of its Directors, officers or employees will be liable in any way whatsoever to Shareholders for errors or omissions in the making of entries in the Register under these Rules.

15.5 Delegation

- (a) The Board may validly delegate any or all of its duties, responsibilities, powers or discretions under these Rules to any person or persons as it considers appropriate to do so.
- (b) The Board may at any time revoke the delegation of any or all of its duties, responsibilities, powers or discretions under these Rules.

15.6 Taxation

The Company takes no responsibility for the taxation liabilities of Participants and specific taxation advice should be obtained by the Participant, if required.

15.7 Waive compliance

The Board reserves the right to waive strict compliance with any of the provisions of these Rules.

15.8 Waive liability

No liability or responsibility shall attach to the Company, the Board or its Directors or officers, employees, agents, advisors, underwriters or brokers to any Shareholder or Participant for any

loss or disadvantage sustained by any Shareholder or Participant, either directly or indirectly, arising from:

- (a) the establishment, operation and administration of the DRP;
- (b) the commencement, suspension, modification, variation or termination of the DRP; or
- (c) any advice provided or marketing material provided by any person regarding the DRP or Participation in the DRP.

15.9 Governing law

The DRP and its operation and the terms and conditions set out in these Rules are governed by the laws applying in New South Wales.

16 Listing Rules

16.1 Consistency with the Listing Rules

- (a) Notwithstanding any other rule, if the Company is admitted to the Official List, the Company must observe the Listing Rules and, to the extent of any inconsistency between the Plan Rules and the Listing Rules, the Listing Rules shall prevail.
- (b) If the Listing Rules require these Rules to contain a provision and they do not contain such a provision, these Rules are deemed to contain that provision.

16.2 Quotation of Shares

If Shares in the Company are granted official quotation by ASX, the Company must apply for official quotation by ASX of all Shares allotted under the DRP from time to time.

17 Interpretation

In these Rules, unless the context otherwise requires:

- (a) headings are for convenience of reference only and do not affect interpretation;
- (b) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (c) the singular includes the plural and vice versa;
- (d) a reference to any gender includes all genders;
- (e) a word denoting an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (f) references to rules are to rules of the DRP contained in this document;
- (g) an expression defined in these Rules has the same meaning throughout;
- (h) a reference to any document is to that document (and, where applicable, any of its provisions) as amended, supplemented or replaced from time to time; and

- (i) a reference to '**dollars**' or '\$' is to Australian currency.