



# LINDSAY AUSTRALIA

ABN 81 061 642 733 LIMITED

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Wednesday 19 November 2014

ASX Market Announcements  
20 Bridge Street  
SYDNEY NSW 2000

Dear Sir / Madam

**Re: Dividend Reinvestment Plan**

A revised Dividend Reinvestment Plan (DRP) was lodged with ASX on 13 June 2014. Shareholders were notified of the changes to the DRP under letter dated 13 June 2014. Refer to the ASX market announcement dated 13 June 2014.

An inconsistency between the terms of the DRP and the summary has been identified in the document, the inconsistency has been corrected. The terms of the DRP are unamended by the correction.

The corrected DRP is effective immediately.

Yours faithfully

**Broderick Jones**  
Company Secretary  
Lindsay Australia Limited





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## DIVIDEND REINVESTMENT PLAN

# LINDSAY AUSTRALIA LIMITED ABN 81 061 642 733

## Dividend Reinvestment Plan Rules

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### 1. INTERPRETATION

#### 1.1 Definitions

In these Rules, unless the context otherwise requires:

‘**ASX**’ means Australian Stock Exchange Limited ACN 008 624 691;

‘**ASX Settlement**’ means ASX Settlement Pty Limited ABN 49 008 504 532 as approved as a prescribed CS facility under the Corporations Regulations and, where the case requires, shall include an agent appointed by ASX Settlement in accordance with the ASX Settlement Rules;

‘**ASX Settlement Rules**’ means the ASX Settlement Rules approved under the Corporations Regulations;

‘**Board**’ means the directors of the Company acting collectively;

‘**Business Day**’ means Monday to Friday inclusive, except New Year’s Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and any other day that the ASX declares is not a business day;

‘**CHESS**’ means the Clearing House Electronic Subregister System operated by ASX Settlement;

‘**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 Lindsay Australia Limited ABN 81 061 642 733;

‘**Constitution**’ means the constitution of the Company as may be amended from time to time;

‘**Corporations Act**’ means the *Corporations Act 2001 (Cth)*;

‘**Corporations Regulations**’ means the *Corporations Regulations 2001 (Cth)*;

‘**Directors**’ means the directors of the Company;

‘**DRP**’ means these Lindsay Australia Limited Dividend Reinvestment Plan Rules adopted by the Board as may be amended from time to time;

‘**Distribution Amount**’ means the amount of the Eligible Dividend payable to a Participant, less any deductions or withholdings required by law as contemplated by clause 6.2;

‘**Election Form**’ means a written application to participate in the DRP signed by a Shareholder (or each Shareholder in the case of a joint shareholding) under clause 3.1 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;

‘**Full Participation**’ has the meaning set out in clause 3.2;

‘**Listing Rules**’ means the listing rules of ASX as they may apply to the Company from time to time;

‘**Market Price**’ of a Share, in respect of the Record Date, means the price determined by the Board to be:

- (a) the weighted average market price of Shares sold on ASX during the period of 5 trading days immediately preceding and inclusive of the relevant Record Date (or such other period or periods as the Directors may from time to time determine); or
- (b) if there has been no trading during this time, the average price calculated on the last 5 sales,

such amount to be determined by the Company by reference to information the Board approves for the purpose from time to time, and to be rounded up or down to the nearest full cent;

**‘Non-Participating Share’** means a fully paid Share that is not a Participating Share;

**‘Partial Participation’** has the meaning set out in clause 3.2;

**‘Participant’** means a Shareholder in respect of the Shareholder’s Participating Shares;

**‘Participating Share’** means a fully paid Share in respect of which the Shareholder is participating in the DRP;

**‘Participation’** means Full Participation or Partial Participation;

**‘Record Date’** means the date on which entitlements to a particular dividend are determined as notified by the Company to ASX or any other competent person;

**‘Register’** means the Company’s share register;

**‘Rules’** means these Rules as may be amended from time to time;

**‘Shareholder’** means, subject to clause 1.2, the person whose name is (or in the case of joint shareholding, all the persons whose names are) entered in the Register as the holder of a Share;

**‘Share’** means an ordinary share in the share capital of the Company and any other share in the Company that the Board may from time to time determine;

**‘Share Registry’** means Computershare Investor Services Pty Ltd ABN 48 078 279 277 or such other share registry as the Company may from time to time determine by notice to Participants;

**‘Trading Rules’** means the Listing Rules, the ASX Settlement Operating Rules and any rules of ASX which are applicable while the Company is admitted to the official list of ASX or to participate in CHESS, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX or ASX Settlement.

**‘Variation Notice’** means a written notice signed by a Shareholder (or each Shareholder in the case of a joint shareholding) under clause 8.1 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 an Election Form.

## **1.2 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.

## **2. PARTICIPATION IN THE PLAN**

### **2.1 Optional participation**

Participation in the DRP by a Shareholder is optional (at the choice of the Shareholder), and is not transferable.

### **2.2 Eligible Shareholders**

Except as provided in clause 2.3, each Shareholder is eligible to participate in the DRP subject to:

- (a) these Rules, the Listing 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
- (c) any limitation on shareholding in the Company or participation in the DRP imposed by any law.

## **2.3 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, in the absence of a registration statement or other formality, the offer of a right to so participate would or might be unlawful.

## **2.4 Director's discretion**

Notwithstanding anything in these Rules, the Directors are under no obligation to allot or transfer any Share to a Shareholder under the DRP if to do so would or might (in the opinion of the Directors):

- (a) prejudice the effective operation of the DRP;
- (b) give rise to breaches of applicable laws by the Company or its officers or by the Participant;
- (c) result in a breach of the Constitution; or
- (d) cause possible inconvenience or expense by allowing that participation.

## **3. EXTENT OF PARTICIPATION**

### **3.1 Election to participate**

An election to participate in the DRP may, subject to these Rules, only be made by a Shareholder giving an Election Form to the Company.

### **3.2 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 ('**Full Participation**'); or
- (b) a specific number of the Shares entered in the Register in the Shareholder's name ('**Partial Participation**').

### **3.3 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.

### **3.4 Full participation**

- (a) 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.
- (b) If an Election Form does not clearly specify the level of participation and the number of Shares to become Participating Shares in the DRP, the election is taken to be an election for Full Participation.

### **3.5 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 clause 8.1; and

- (c) all Shares entered in the Register in the Shareholder's name pursuant to an allotment under the DRP,
- will be subject to the DRP.

### **3.6 Nomination taking effect**

For the purposes of clause 3, a reference to a nomination or Election Form taking effect is a reference to a nomination or Election Form taking effect in accordance with clause 10.

### **3.7 Minimum or maximum participation**

The Board may only set a limit on the number of Shares which Shareholders may nominate for participation in the DRP if setting such a limit does not contravene Listing Rule 7.2, Exception 7.

### **3.8 Shares held by Trustee, Nominee or in Brokers Clearing Account**

For Shares held by a trustee or nominee or in a broker's clearing account, the trustee, nominee or broker may participate, for each person whose Shares are held in that way, subject to clause 2. The trustee, nominee or broker must disclose in the Election Form or as otherwise required by the directors that the relevant Shares are held on behalf of various persons and specify the number of Shares held by each of those persons as at a particular Record Date, in which case the directors may elect to treat each person as a separate Shareholder under this DRP.

### **3.9 Shares over which the Company has a security interest**

Notwithstanding anything in these Rules, no Shares will be allotted or transferred 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 security interest or lien over any of the Shareholder's Shares which are the subject of the DRP, or over any dividend payable in respect of any such Shares and the Shareholder has not satisfied the secured obligation.

### **3.10 Shares which may not participate in the DRP**

Shares registered in the name of a Shareholder to which clause 3.9 applies and Shares which are not fully paid or are not otherwise eligible to receive a full dividend ('**non-qualifying shares**'), will 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 clause 10; 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 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 a Election Form is delivered and takes effect in accordance with these Rules.

### **3.11 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, will be entered in the Register in relation to that shareholder number.

### **3.12 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 clause 3.11, 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.

### **3.13 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 and account designation specified in relation to that shareholder number in the Register.

## **4. OPERATION OF DRP**

### **4.1 Commencement of DRP**

The DRP commences on the Commencement Date. For the avoidance of doubt, the DRP will not operate in respect of any dividend of the Company declared prior to the Commencement Date.

### **4.2 Application of DRP**

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. Eligible Dividends are applied by the Company to subscribe for the transfer or issue of Shares on behalf of a Participant under clause 4.3.

### **4.3 Reinvestment of Eligible Dividend**

- (a) The directors will establish and maintain a DRP account for each Participant for each separate shareholding, into which Eligible Dividends are paid.
- (b) Upon an Eligible Dividend being declared, the directors will for each Participant:
  - (i) calculate the Eligible Dividend amount payable for a Participant's Participating Shares less any costs calculated under clause 6;
  - (ii) depositing in the Participant's DRP account the amount calculated in 4.3(b)(i) above;
  - (iii) calculate the maximum whole number of Shares which can be acquired by the Participant under the DRP under clause 4.4; and
  - (iv) either subscribe for or arrange for the purchase and transfer of Shares on behalf of the Participant with the cleared funds in the Participant's DRP account.

### **4.4 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 or transfer 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 a discount determined by the Directors (which shall in any event not be greater than 5%).

#### **4.5 Whole number**

- (a) Subject to (b) below, if any number determined in accordance with the formula in clause 4.4 is a fraction, that fraction will be rounded up to the nearest whole number.
- (b) The directors have discretion to round a fraction down to the nearest whole number where there are grounds for believing that a Participant is not acting in good faith or if a Participant's holding has been split into smaller parcels for the purpose of making multiple elections to participate under the Plan.

#### **4.6 Full payment of Eligible Dividend**

Where the Eligible Dividend in respect of the Participating Shares is dealt with by the Company in accordance with clause 4.4, that constitutes full and final payment by the Company of the Eligible Dividend in respect of the Participating Shares to the relevant Shareholder.

#### **4.7 Directors' discretion**

- (a) The directors have discretion to, for clause 4.3, issue new Shares, purchase existing Shares and arrange for the transfer of those Shares or a combination of both.
- (b) If the directors decide to cause the transfer of Shares to Participants, the Shares may be acquired on-market in the manner the directors consider appropriate.
- (c) Despite any other provision of this clause 4, the subscription price for Shares to be allotted or transferred 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.

### **5. SHARES ALLOTTED UNDER THE DRP**

Shares allotted under the DRP to a Participant:

- (a) must be allotted in accordance with the Constitution and the Listing Rules;
- (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.

### **6. COSTS TO PARTICIPANTS**

#### **6.1 Transaction costs**

Except to the extent required by law (in which case clause 6.2 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.

#### **6.2 Deduction of costs**

Where any law requires on any occasion the payment of any amount 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.

## **7. STATEMENTS TO PARTICIPANTS**

After each allotment or transfer made under clause 4.3, 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 clause 6.2 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.

## **8. VARIATION OR TERMINATION OF PARTICIPATION**

### **8.1 Variation of participation**

Subject to clause 9, a Participant may by giving a Variation Notice to the Company:

- (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.

### **8.2 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.

## **9. TRANSFER OF PARTICIPATING SHARES**

### **9.1 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.

### **9.2 Transfer of some Shares**

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 clause 9.2(a) is insufficient to make up the full parcel of Shares transferred, Participating Shares of that Participant.

### **9.3 Different priority**

Where a Participant transfers some of the Participant's Shares, and wishes those Shares to be comprised other than as specified in clause 9.2, the Participant may deliver an Election Form to the Company which specifies that particular Shares will be the subject of a particular transfer. Such an Election Form will not be of any effect unless:

- (a) it is received by the Company prior to the registration of the transfer to which the Election Form relates;
- (b) 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;
- (c) it identifies the number of Shares (if any) participating in the DRP which are to be the subject of the transfer; and
- (d) it is signed by or on behalf of the Shareholder in such manner as the Company may require.

### **9.4 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.

## **10. ELECTION AND NOTICES**

### **10.1 Form**

Election Forms and Variation Notices must be in writing and must be in the form prescribed or approved by the Board from time to time.

### **10.2 Effectiveness of notices**

Notices under these Rules (including, without limitation, Election Forms and Variation Notices) will be effective on receipt by the Company at 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 5:00 pm on the Business Day following 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.

### **10.3 Time takes effect**

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.

### **10.4 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.

### **10.5 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.

### **10.6 Invalid notices**

The Company is under no obligation to correct invalid Election Forms or Variation Notices on behalf of Shareholders.

### **10.7 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) public announcement of the notice to ASX (in which case the date in which the notice is deemed to be served on Shareholders is the date on which the notice is first announced at ASX); or
- (c) both the methods specified in clauses 10.7(a) and 10.7(b) (in which case the date on which the notice is deemed to be served on Shareholders is the date on which the notice is first announced to ASX).

## **11. STOCK EXCHANGE LISTING**

While Shares in the Company are granted official quotation by ASX, the Company must apply for official quotation by ASX of Shares allotted under the DRP.

## **12. SUSPENSION OF PLAN**

### **12.1 Suspension**

The DRP may be suspended by the Directors at any time at their absolute discretion. Without limiting the generality of the foregoing, the DRP may be suspended at any time when the Directors consider that its continued operation for the time being may be prejudicial to the Company or inequitable between Shareholders (whether in relation to the payment of dividends or otherwise) or for any other reason.

### **12.2 Period of suspension**

A suspension of the DRP under clause 12.1 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. The date of suspension and the date of any recommencement of the DRP must be notified to Shareholders.

### **12.3 Effect of suspension**

As of the date of suspension, any Shares which may have been Participating Shares immediately prior to that date will cease to participate in the DRP and will accordingly cease to be Participating Shares, notwithstanding the entries which may appear in the Register on that date. During the period of the suspension of the DRP, no Shares in the Company will participate in the DRP, and no Shares will be Participating Shares for the purposes of these Rules notwithstanding the entries which may appear in the Register from time to time. An Election Form received by the Company during a

suspension of the DRP may be held pending the recommencement of the DRP under clause 12.4, in which case it is processed at that time.

#### **12.4 Recommence DRP**

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

#### **12.5 Effect of prior nomination**

Without limiting its power under clause 12.4 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. The date and conditions of the recommencement (including any directions as to Shares recommencing to participate in the DRP) must be notified to Shareholders.

### **13. MODIFICATION AND TERMINATION OF THE DRP**

#### **13.1 Modification or termination of DRP**

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

#### **13.2 Effect of modification**

A Participant will be taken to continue to participate in the DRP as varied or modified unless the Company is notified to the contrary by the Participant giving the Company a Variation Notice.

### **14. GENERAL**

#### **14.1 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.

#### **14.2 Entries conclusive**

Subject to clause 12, 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.

#### **14.3 Errors in Register**

Neither the Company nor any of its 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.

#### **14.4 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 will not invalidate the modification, suspension or termination of the DRP.

#### **14.5 Taxation**

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

## **14.6 Waive compliance**

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

## **14.7 Delegation**

The directors may delegate any of their duties, powers or discretions under the DRP.

## **14.8 Governing law**

The DRP and its operation and the terms and conditions set out in these Rules are governed by the laws of Queensland.

## **14.9 Liability**

Neither the Company nor any director or officer of the Company is liable to any Shareholder for any loss suffered by the Shareholder, directly or indirectly, in connection with the DRP, including for any variation or termination of the DRP, any tax liability incurred by a Shareholder and any errors or omissions in the Register.

# **15. TRADING RULES**

## **15.1 Consistency with Trading Rules**

If the Company is:

- (a) admitted to the Official List of the ASX;
- (b) admitted to participate in CHESSE; or
- (c) both admitted to the Official List of the ASX and to participate in CHESSE,

the following provisions apply:

- (a) notwithstanding anything contained in these Rules, if the Trading Rules prohibit an act being done, the act must not be done;
- (b) nothing contained in these Rules prevents an act being done that the Trading Rules require to be done;
- (c) if the Trading Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Trading Rules require these Rules to contain a provision and it does not contain such a provision, these Rules are deemed to contain that provision;
- (e) if the Trading Rules require these Rules not to contain a provision and it contains such a provision, these Rules are deemed not to contain that provision;
- (f) if any provision of these Rules are or become inconsistent with the Trading Rules, these Rules are deemed not to contain that provision to the extent of the inconsistency.

# **16. INTERPRETATION**

## **16.1 General**

In these Rules, unless the context otherwise requires:

- (a) 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;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes all genders;

- (d) a word denoting an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (e) references to clauses are to clauses of these Rules;
- (f) an expression defined in these Rules has the same meaning throughout;
- (g) 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
- (h) a reference to '**dollars**' or '\$' is to Australian currency.

## **16.2 Headings**

In these Rules, headings are for convenience of reference only and do not affect interpretation.

# LINDSAY AUSTRALIA LIMITED ABN 81 061 642 733

## Summary of Dividend Reinvestment Plan

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Lindsay Australia Limited ('**Company**') has established a dividend reinvestment plan ('**Plan**') that provides shareholders of Lindsay Australia Limited ('**Shareholders**') the opportunity to use their dividends to acquire additional shares in the Company without incurring brokerage or transaction fees. A summary of the terms and conditions of the Plan is as follows:

### **Participation in the Plan is optional**

You may choose to fully or partially participate in the Plan. If you choose not to participate at all, you should do nothing, and your dividends will continue to be paid in cash.

#### **Full Participation**

If you elect to participate fully, all shares entered in the register in your name, and all shares subsequently entered in the register in your name, participate in the Plan. This means that dividends on all your shares are reinvested in new shares. Dividends on any shares you acquire in the future, including under the Plan, are also reinvested in this way.

#### **Partial Participation**

If you choose to partially participate you may nominate a particular number of shares to which the Plan is to apply. If you choose partial participation only the number of shares specified by you will be participating shares, irrespective of subsequent acquisitions of shares under the Plan, and only the dividends paid on the nominated shares will be reinvested in new shares. The balance of your shares ('non-participating shares') continue to receive a cash dividend (by way of cheque or direct deposit into your nominated bank account). Any new shares purchased do not participate in the Plan, unless you submit another election form, specifying that these shares are to be participating shares.

You are not eligible to participate if you have a registered addressee in a country or place where in the absence of a registration statement or other formality the offer or right to participate would or might be unlawful. All Shareholders with a registered address in Australia or New Zealand are eligible to participate.

### **How can you participate in the Plan?**

If you wish to participate, complete and return the enclosed Election Form to the Company Registry at:

**Computershare Investor Services Pty Limited, GPO Box 2975 Melbourne VIC 3001.**

If you have more than one shareholding, please complete a separate election form for each shareholding registered under different names or each shareholding bearing different shareholder reference numbers or holder identification numbers.

You do not need to do anything if you have previously provided an election form to the Company and do not wish to make any changes to your specified participation.

### **Issue price of the new shares**

Shares issued or transferred to you under the Plan will be issued or transferred at a discount to be determined by the directors at their discretion (but in any event such discount will be no greater than 5%) on the weighted average sale price of the Company's shares sold during the 5 trading days immediately preceding and inclusive of the relevant Record Date (or such period or periods as the directors may from time to time determine) or, if there has been no trading during this time, the average price calculated on the last 5 sales.

The number of shares that you receive will be calculated by dividing the eligible dividend (net the withholding of or payment of any tax or other payment or levy) by the market price (less any discount determined by the directors). The Company will issue or transfer as many new shares as possible in accordance with this calculation.

## Ranking

Shares issued or transferred under the Plan will be ordinary shares, ranking equally with the existing issued fully paid shares.

## Statement

A dividend statement giving details of any new shares issued or transferred under the Plan will be issued after the payment of dividends.

## Withdrawal from the Plan, and varying participation in the Plan

You may withdraw from the Plan, or vary your level of participation in the Plan, at any time by delivering a variation notice or by advising the Company share registry in writing. This notice will be effective for the next dividend payment, provided it is received before the Business Day following the next record date.

## No fees

No brokerage, commission or stamp duty applicable under present laws will be payable by you on shares issued under the Plan. The Company will meet the administrative costs of the Plan.

## Eligibility of dividend for Plan

The directors have a discretion to determine whether a particular dividend is eligible for the purposes of the Plan. If the directors determine that a dividend is not an eligible dividend, it will be paid entirely in cash.

## Sale of shares

Shares issued under the Plan may be sold at any time. Any subsequent disposal of shares allotted or transferred to you under the Plan is at your own expense.

If you have elected Partial Participating, and you wish to transfer only some of your shares, and if you do not advise the Company to the contrary, it will be assumed the shares sold first reduce the number of non-participating shares and secondly (if there are insufficient non-participating shares, the number of participating shares you hold. You can change this outcome by completing and lodging a variation notice.

## Taxation considerations

Under current Australian income tax legislation it is the Company's understanding that dividends re-invested will be treated in the same manner as if the shareholder had received the dividend in cash, and then paid it back to the Company to subscribe for new shares. If you participate in the Plan you will therefore generally be subject to tax on the same basis as if you had received your dividend in cash.

For capital gains tax purposes in Australia, shares issued under the Plan will have a cost base equal to the amount of the cash dividend which is reinvested.

A statement will be issued following the payment of each dividend, and that will show the amount of the dividend and any franking credits available. You should retain the statement as a record.

**The Company does not take any responsibility for advising you on the taxation implications of participating in the Plan.** We recommend that if you have any questions regarding the taxation implications of participating in the Plan, you should consult your financial, legal, accounting, taxation or other professional adviser.

## Changes to or cancellation of the Plan

The Company may vary, suspend or terminate the Plan at any time. Notice of this will be given to you.

## Warning

**This summary does not constitute financial product advice provided by the Company. You should obtain independent advice before deciding whether or not to participate in the Plan, particularly in relation to taxation, investment and other implications of you deciding to invest.**