

# Centrepont Alliance Limited

(ABN 72 052 507 507) (the “Company”)

# DIVIDEND REINVESTMENT PLAN

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# FREQUENTLY ASKED QUESTIONS

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

## What is the 'dividend reinvestment plan' (Plan)

The Plan allows you to reinvest all or part of any dividend paid on your Shares in additional Shares, instead of receiving the dividend in cash. New Shares are issued to you immediately after the dividend is paid and are issued at a discount to Market Price determined by the directors (up to a maximum of 5%).

Participation in the Plan is optional.

## Am I eligible to participate in the Plan

All Shareholders with a registered address in Australia or New Zealand are eligible to participate.

## How do I participate in the Plan

You must complete and sign an Election Form which must be posted to the Company's Share Registry (the details are contained in the corporate directory at the back of this booklet).

## Do all my Shares participate in the Plan

You have two options.

### Full Participation

If you elect 'full participation' on your Election Form, 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 elect 'partial participation' on your Election Form, you nominate the number of your Shares which participate in the Plan. Only the dividends paid on those Shares that you nominate are 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).

If you buy more Shares, those Shares do not participate in the Plan.

If you hold less than the number of Shares you have specified in the Election Form, then the dividends on the Shares that you actually hold are reinvested.

## Can I change my participation level at any time

Yes. Except if the Plan is suspended, you can either vary or terminate your participation in the Plan at any time by submitting another Election Form to the Company's Share Registry.

In order to be valid and effective for a dividend payable on Shares in the Plan, you must submit your Election Form to the Company's Share Registry by the nominated Record Date.

## Is it expensive to participate in the Plan

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

The Company will continue to pay any administrative costs for acquisitions made under the Plan for so long as it is permitted by law to do so. Any subsequent disposal of Shares allotted or transferred under the Plan is at the expense of the Shareholder.

## Will further issues of Shares automatically participate in the Plan

Only if you elect 'full participation' on your Election Form.

## When does my participation in the Plan begin

Your participation in the Plan begins on the first Record Date after the Share Registry receives your properly completed Election Form.

## How many Shares do I receive

The number of Shares that you receive is calculated by dividing the Eligible Dividend (net the withholding of or payment of any tax or other payment or levy) by 100% less the percentage discount determined by directors to the Market Price (e.g. dividing the Eligible Dividend by 95% if the directors use a 5% discount to the Market Price). The Company then issues you as many new Shares as possible at the Market Price. Any fractional amounts are rounded up to the nearest whole number of Shares. However, 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 that a Participant's holding has been split into smaller parcels for the purpose of making multiple elections to participate under the Plan.

## How is the Market Price calculated

The Market Price is the arithmetic average of the daily volume weighted average price of Shares sold on ASX during the ten trading days commencing on the second trading day after the Record Date (or other period as the directors decide), excluding any transactions that the directors consider to be otherwise than in the ordinary course of trading.

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

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

## Can I sell the Shares I receive under the Plan

Yes. You can sell any of your Participating Shares at any time. If you transfer your Participating Shares, the Shares are treated as 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 are reduced first, before your Participating Shares, if that is necessary. You can change this outcome by completing and lodging a new Election Form.

## Can the Plan be changed or terminated

The directors may vary, suspend, recommence or terminate the Plan at any time at their discretion.

## What is the taxation treatment of dividends paid under the Plan

Generally, dividends that are reinvested under the Plan are assessable to Australian resident Shareholders for income tax purposes and carry franking credits to the same extent as any cash dividend. Shares allocated under the Plan may be subject to either income tax or capital gains tax when you sell them, depending on your circumstances.

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

### 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.**

# DIVIDEND REINVESTMENT PLAN RULES

## 1 Definitions and interpretation

### 1.1 Definitions

In these rules, unless the context otherwise requires:

Term	Definition
<b>Applicable Law</b>	means any relevant provision of Australian law and, for any Shareholder whose address is in a place other than Australia, any relevant provision of a law in that place.
<b>ASX</b>	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
<b>Company</b>	means Centrepont Alliance Limited ACN 052 507 507.
<b>Constitution</b>	means the constitution of the Company.
<b>Date of Suspension</b>	has the meaning set out in rule 12.2.
<b>Distribution Amount</b>	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 set out in rule 7.2.
<b>Election Form</b>	means an application to participate in the Plan, or to vary that application, signed or authorised by a Shareholder in the form prescribed or approved by the directors from time to time.
<b>Electronic Notices</b>	has the meaning set out in rule 11.8.
<b>Eligible Dividend</b>	means a dividend declared by the directors to be payable wholly in cash for Shares (whether or not for Shares in every class) which the directors declare to be an Eligible Dividend for the purposes of the Plan.
<b>Full Participation</b>	has the meaning set out in rule 4.2(a).
<b>Listing Rules</b>	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
<b>Market Price</b>	for an Eligible Dividend means the price calculated by the directors to be the arithmetic average of the daily volume weighted average price of Shares sold on ASX during each of the ten trading days commencing on the second trading day after the Record Date (or other period as the directors decide), excluding any transactions that the directors consider to be otherwise than in the ordinary course of trading, which may include Special Crossings, Crossings before the commencement of Normal Trading, Crossings during the Closing Phase or the After Hours Adjustment Phase, overseas trades and overnight Crossings (as those terms are defined in the ASX Market Rules) or trades pursuant to the exercise of options over Shares.
<b>Non-Participating Share</b>	means a Share that is not a Participating Share.
<b>Non-Qualifying Share</b>	has the meaning set out in rule 4.10.



<b>Term</b>	<b>Definition</b>
<b>Partial Participation</b>	has the meaning set out in rule 4.2(b).
<b>Participant</b>	means a Shareholder some or all of whose Shares are Participating Shares.
<b>Participating Share</b>	means a Share which a Participant has validly elected to participate in the Plan.
<b>Plan</b>	means the Company's dividend reinvestment plan governed by these rules as amended from time to time.
<b>Record Date</b>	means the date and time, as decided by the directors, at which time a person holds or is taken to hold Shares for the purpose of deciding entitlement to Eligible Dividends.
<b>Register</b>	means the Company's share register.
<b>Share</b>	means a fully paid ordinary share in the Company and any other class of share in the Company that the directors may from time to time decide is capable of participating in the Plan.
<b>Shareholder</b>	means, subject to rule 1.2, the person whose name is entered in the Register as the holder of the Share on any given date.
<b>Share Registry</b>	means the share registry of the Company from time to time.

## 1.2 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 legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (c) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (d) references to rules are to rules of the Plan contained in this document;
- (e) an expression defined in these rules has the same meaning throughout;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to 'dollars' or '\$' is to Australian currency;
- (h) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns; and
- (i) if a word or phrase is defined, its other grammatical forms have a corresponding meaning.

## 2 Terms

These rules are subject to Applicable Law, the Listing Rules and the Constitution.

### **3 Participation in the Plan**

#### **3.1 Optional participation**

Participation in the Plan 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 Plan is not transferable.

#### **3.3 Eligible Shareholders**

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

- (a) these rules;
- (b) the Constitution;
- (c) the Shareholder shown in the Register as having an address in Australia, New Zealand or other place approved by the directors; and
- (d) any limitation on shareholding in the Company or participation in the Plan imposed by any law or the directors from time to time.

#### **3.4 Non resident Shareholders**

A Shareholder is not eligible to participate in the Plan if the registered address of that Shareholder is in a country or place where, in the absence of a disclosure document or other formality, the offer of a right to so participate would or might be unlawful.

#### **3.5 Separate shareholder numbers**

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

### **4 Extent of participation**

#### **4.1 Election to participate**

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

#### **4.2 Extent of participation**

A Shareholder may participate in the Plan for either:

- (a) all Shares entered in the Register in the Shareholder's name which are nominated as being Participating Shares under 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 under 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 Plan by specifying either:

- (a) Full Participation; or
- (b) Partial Participation and specify the number of Shares 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, by allotment or transfer under the Plan) are subject to the Plan.

#### **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 Plan; and
- (b) any other Shares entered in the Register in the Shareholder's name which are subsequently nominated for Partial Participation in the Plan under rule 9.1,

are subject to the Plan. For the avoidance of doubt, any Shares issued or transferred to the Shareholder under this Plan are only subject to the Plan where the Participant gives an Election Form to the Company to include the new Shares in the Partial Participation or converting the Participant from Partial Participation to Full Participation.

#### **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 Plan,

the election is taken 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 under rule 11.

#### **4.8 Shares held by trustee, nominee or in broker's clearing account**

For participation of Shares held by a trustee or nominee or in a broker's clearing account, the trustee, nominee or broker must disclose to the directors 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 Plan.

#### 4.9 Shares over which the Company has a security interest

Notwithstanding anything in these rules, no dividend is paid to a Shareholder for Shares under the Plan where, under the Constitution or otherwise by law:

- (a) the directors are, or would be, entitled to retain all or part of any dividend which is, or would be, payable for any of the Participating Shares; or
- (b) the Company has a security interest over any of the Participating Shares, or over any dividend payable for any Shares and the Shareholder has not satisfied the secured obligation.

#### 4.10 Shares which may not participate in the Plan

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 Plan. 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 under rule 11; or
- (b) subsequently entered in the Register in the Shareholder's name because of an allotment, or by reason of a transfer or transmission of Shares or otherwise,

then the Non-Qualifying Shares are not 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 an Election Form takes effect under these rules.

#### 4.11 Failure to identify Shareholder number

Where a Participant becomes a registered holder of additional Shares because of:

- (a) a transfer or transmission of Shares from another person; or
- (b) 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 for the transferred Shares or transferred rights or options, as the case may be, 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 for 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 for additional Shares referred to in rule 4.11, those Shares:

- (a) are allocated to a new shareholder number created in the Register for the transfer or allotment; and
- (b) are not Participating Shares for the purpose of the Plan, in the absence of the Participant making an election for those Shares under rule 3.

#### **4.13 Identification of shareholding account**

To correctly identify a shareholder number, the name, address, account number and account designation specified by the transferee in the instrument of transfer must be identical to the name, address, account number, account designation for that shareholder number in the Register.

## **5 Operation of the Plan**

### **5.1 Commencement**

The Plan commences on the date decided by the directors.

### **5.2 Application**

- (a) The Plan applies only to an Eligible Dividend payable to a Participant for a Participating Share on the date on which the Eligible Dividend is validly declared.
- (b) Eligible Dividends are applied by the Company to subscribe for and arrange for the transfer or issue of Shares on behalf of a Participant under rule 5.3.

### **5.3 Reinvestment of Eligible Dividends**

- (a) The directors will establish and maintain a Plan 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 rule 7;
  - (ii) deposit in the Participant's Plan account the amount calculated in 5.3(b)(i) above;
  - (iii) calculate the maximum whole number of Shares which can be acquired by the Participant under the Plan under rule 5.4; 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 Plan account.

### **5.4 Application of Eligible Dividend**

The Distribution Amount must be applied by the Company on the Participant's behalf in subscribing for or acquiring, and the Company must allot or transfer to the Participant, the number of Shares of the same class (**S**) calculated under the following formula:

$$S = N / M$$

Where:

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

M = the Market Price in dollars per Share or other price or percentage of the Market Price as decided by the directors from time to time less any discount decided by the directors (which must in any event not be greater than 5%).

## **5.5 Whole number**

- (a) Subject to 5.5(b) below, if any number calculated under the formula in rule 5.4 is a fraction, that fraction is 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.

## **5.6 Full payment of Eligible Dividend**

Where the Eligible Dividend for the Participating Shares is dealt with by the Company under rule 5.2(b), it constitutes full and final payment by the Company of the Eligible Dividend for the Participating Shares to the relevant Shareholder.

## **5.7 Directors' discretion**

- (a) The directors have discretion to, for rule 5.3, 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) The subscription price for Shares to be allotted or transferred under the Plan may be adjusted in the manner 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 *Corporations Act 2001* (Cth).

# **6 Shares allotted under the Plan**

## **6.1 Allotment of Shares**

Shares allotted under the Plan 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.

## **6.2 Quotation of Shares**

The Company will apply for official quotation of Shares allotted under the Plan.

# **7 Costs to Participants**

## **7.1 Transaction costs**

Except to the extent required by law, no brokerage, commission, stamp duty or other transaction costs are payable by a Participant for any allotment of Shares under the Plan.

## **7.2 Deduction of costs**

Where any law requires the payment of any amount (including, the withholding of or payment of any tax or other payment or levy) for an allotment of Shares under the Plan, 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.

## **8 Statements to Participants**

After each allotment or transfer 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 7.2 for that allotment;
- (d) the number of Shares allotted under the Plan by that allotment;
- (e) the issue price of each Share allotted to the Participant under the Plan;
- (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.

## **9 Variation or termination of participation**

### **9.1 Variation of participation**

Subject to rule 10, a Participant may by giving an Election Form to the Company:

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

### **9.2 Death or bankruptcy of Participant**

If a Participant dies, participation in the Plan is terminated upon notice to the Company of the death. If a Participant becomes bankrupt or is wound up, participation by the Participant terminates with effect from the time the Company receives notice of the bankruptcy or winding up (as the case may be) from the Participant or the Participant's trustee in bankruptcy or liquidator. The death, bankruptcy or winding up of one or more joint holders does not automatically terminate participation in the Plan for the remaining joint holders.

## **10 Transfer of Participating Shares**

### **10.1 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 Plan on the date when the Company registered the relevant transfer or instrument of disposal of the Participant's Shares.

### **10.2 Transfer of some Shares**

Subject to the Listing Rules and Applicable Laws, 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 10.2(a) is insufficient to make up the full parcel of Shares transferred, Participating Shares of that Participant.

### **10.3 Different priority**

Where a Participant transfers some of the Participant's Shares, and wishes those Shares to be comprised other than as specified in rule 10.2, the Participant may deliver an Election Form to the Company which specifies that particular Shares are the subject of a particular transfer. That Election Form is not of any effect unless:

- (a) it is received by the Company before 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;
- (c) it identifies the number of Shares (if any) participating in the Plan which are to be the subject of the transfer; and
- (d) it is signed by or on behalf of the Shareholder in any manner the directors may require.

### **10.4 Cessation of participation**

A Participating Share does not cease to be a Participating Share following a transfer unless or until the transfer has been registered in accordance with the Constitution.

## **11 Election and notices**

### **11.1 Form**

Election Forms must be in writing and signed by the Shareholder or registered broker, trustee or agent of a Shareholder or may be completed electronically at the website of the Share Registry, and must be in the form approved by the directors and otherwise in accordance with these rules.

### **11.2 Effectiveness of notices**

Notices under these rules (including, without limitation, Election Forms) are effective on receipt by the Company at the Share Registry subject to:

- (a) these rules;



- (b) in the case of Election Forms:
  - (i) approval by the directors, which may be withheld in their absolute discretion;
  - (ii) the appropriate entry having been made in the Register for the Participating Shares to which the Election Form relates; and
  - (iii) any other restrictions which the directors may from time to time impose.

### **11.3 Time takes effect**

Where an Election Form has been approved and the appropriate entry has been made in the Register, the Election Form takes effect as from the time at which the entry was made. Subject to a decision by the directors under rule 14.1(b), Election Forms received after 5pm (local time) on the trading day following the Record Date for the relevant Eligible Dividend are not effective for that dividend but are effective for any subsequent Record Date.

### **11.4 Approval**

Approval of an Election Form may be withheld in any case at the absolute discretion of the directors, including, without limitation, if the directors have decided that approval would prejudice the effective operation of the Plan or otherwise be contrary to law or equity.

### **11.5 Notice by transferee or transmittee**

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

### **11.6 Invalid notices**

The Company is under no obligation to correct invalid Election Forms on behalf of Shareholders or to correct an error or omission in those forms before acceptance under these rules.

### **11.7 Notice by Company**

A notice required by these rules to be given to Shareholders may be served on Shareholders at the time the directors think fit by:

- (a) despatch of the notice in accordance with the Constitution; or
- (b) announcement on the Company's website or on ASX; or
- (c) both of the methods specified in rules 11.7(a) and 11.7(b).

### **11.8 Notice by Shareholder**

The directors may decide that Shareholders may lodge notices, including but not limited to Election Forms, electronically either through the Company or the Share Registry (**Electronic Notices**), provided that the notice complies with any conditions imposed by the directors on electronic notices, in addition to the requirements under these rules.

### **11.9 Omission to give notice**

The accidental omission by the Company to give notice or the non-receipt of any notice by any Shareholder under rule 11.7 does not invalidate the act for which notice was required.

## **12 Suspension of Plan**

### **12.1 Suspension**

The directors may suspend the Plan at any time at their absolute discretion.

### **12.2 Period of suspension**

A suspension of the Plan under rule 12.1 takes effect from a date decided by the directors (**Date of Suspension**) and continues until the directors resolve either to recommence or to terminate the Plan.

### **12.3 Effect of suspension**

- (a) At the Date of Suspension, any Shares which may have been Participating Shares immediately before that date are suspended from participation in the Plan for the period from the suspension and until the date the Plan recommences.
- (b) During the period of the suspension of the Plan, all Shares are taken to be Non-Participating Shares for the purpose of these rules notwithstanding the entries which may appear in the Register from time to time.
- (c) Any Election Form received by the Share Registry under these rules during a suspension of the Plan may be held pending the recommencement of the Plan under rule 12.4, in which case it is processed at that time.

### **12.4 Recommencement of Plan**

The directors may resolve to recommence the suspended Plan at any time on the conditions they consider appropriate.

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

- (a) Without limiting their power under rule 12.4, the directors may also direct that Shares which had been nominated for Full Participation or Partial Participation in the Plan before the date of suspension will, with effect from the date of recommencement, participate in the Plan 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 Plan) must be notified to Shareholders.

### **12.6 Notice of suspension or recommencement**

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

## **13 Variation and termination of the Plan**

### **13.1 Variation or termination**

The Plan may be varied or terminated by the directors (subject to the Constitution) at any time by notice to all Shareholders in accordance with these rules.

### **13.2 Effect of variation**

A Participant is taken to continue to participate in the Plan as varied unless the Participant amends or terminates its participation under these rules.

## **14 General**

### **14.1 Administration of the Plan**

- (a) Subject to rule 14.1(e), the directors administer the Plan.
- (b) The directors may make decisions about the Plan generally or about specific Participants in regard to interpretation of the rules, errors or ambiguities in the rules, restrictions on participation in the Plan (including, for example, minimum and maximum participating holdings) or disputes arising under the Plan or its rules.
- (c) Any decision of the directors about the Plan is final and binding on all Participants and other persons to whom the decision relates.
- (d) The directors are under no obligation to allot or transfer any Shares to a Shareholder under the Plan if to do so would or might (in the opinion of the directors):
  - (i) prejudice the effective operation of the Plan;
  - (ii) give rise to breaches of Applicable Law or the Listing Rules by the Company or its officers or by the Participant;
  - (iii) result in a breach of the Constitution; or
  - (iv) cause possible inconvenience or expense by allowing that participation.
- (e) The directors may delegate any of their duties, powers or discretions under the Plan.
- (f) The directors may waive strict compliance with any part of the Plan.

### **14.2 Dispute resolution**

The directors may settle, in the manner they consider appropriate, any difficulties, anomalies or disputes which may arise in connection with the Plan (or its operation) whether generally or about any Participant or any Shares and the decision of the directors is conclusive and binding on all Participants and other persons to whom the decision relates.

### **14.3 Entries conclusive**

The Register is conclusive evidence of the matters which it records, including information to determine 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.

### **14.4 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 Plan, including for any variation or termination of the Plan, any tax liability incurred by a Shareholder and any errors or omissions in the Register.

## 14.5 Governing law

The Plan is governed by and construed in accordance with the law of Queensland.

# CORPORATE DIRECTORY

## Corporate office

The Company Secretary  
Centrepont Alliance Limited  
Level 9, 10 Bridge Street, Sydney, NSW 2000

T: 02 8987 3033  
F: 02 9921 6999

## Share registry

Computershare Investor Services Pty Limited  
Level 11, 172 St Georges Terrace, Perth, WA 6000

T: 08 9323 2000  
F: 08 9323 2033