

## ***Dividend Reinvestment Plan Rules***

### **1. Participation in the DRP**

- 1.1. Participation in the Dividend Reinvestment Plan (“DRP”) is subject to these Rules.
- 1.2. Participation in the DRP is optional at the election of each Shareholder unless a Shareholder is otherwise excluded from participation under these Rules.

### **2. Eligibility**

- 2.1. Subject to clauses 2.2 and 2.3, all Shareholders are eligible to participate in the Plan.
- 2.2. Any Shareholder having a registered address or being resident in a country other than Australia and New Zealand may not be eligible to participate in the DRP because of the legal requirements applying in such country. The Board has the discretion to determine whether any such Shareholder is excluded from the DRP.
- 2.3. The Board has the discretion to refuse or accept a Shareholder’s participation in the DRP and to suspend or withdraw a Shareholder’s participation in the DRP if the Board considers that the participation of that Shareholder might lead to foreign persons, or, associates of foreign persons acquiring a significant interest or an aggregate significant interest in Ozgrowth for the purposes of any foreign investment legislation or that the Shareholder is a person whose participation, or to whom the making of an offer or invitation to participate, in the DRP would, in the opinion of the Board, be unlawful, impractical, impossible, would require the issue of a prospectus or other offer document or would have an adverse effect on the regulatory approvals or licences which Ozgrowth holds or for which it intends to apply.

### **3. Application to participate in the DRP is to be made on a DRP Notice form**

Participation in the DRP will commence from the Record Date plus one business day determining entitlements for dividends after receipt by the Share Registrar of a duly completed DRP Notice.

### **4. Level of participation**

- 4.1. A Shareholder may elect to participate in the DRP either in full or partial.
- 4.2. Under full participation, all Shares registered in the Participant’s name under the relevant SRN or HIN from time to time, including Shares issued pursuant to the DRP, will participate in the DRP.
- 4.3. Under partial participation, only that number of Shares specified in the DRP Notice by the Shareholder will participate in the DRP. If at the relevant Record Date plus one business day the number of Shares held by the Participant is less than the number of Shares specified as participating in the DRP, then the DRP in respect of that dividend payment will apply to the lesser number of Shares. Where a Shareholder is a partial Participant, all Shares subsequently acquired by the Shareholder, whether under the DRP or otherwise, will only participate in the DRP to the extent that the Shareholder alters their participation level in accordance with clause 8.
- 4.4. If a DRP Notice does not indicate the level of participation in the DRP, it will be deemed to be an application for full participation. The Company is not liable to any Shareholder for any loss, damage or claim in respect of either the Shareholder’s Participation or Non-Participation, as the case may be, pursuant to the exercise or manner of exercise by the Company of such discretion.
- 4.5. Excluded Shares will not participate in the Plan.
- 4.6. Shares which are sold or otherwise transferred to a new owner will cease to participate in the Plan on registration of the transfer by or on behalf of the Company.

- 4.7. A DRP Notice must be lodged for each shareholding account (identified by the relevant SRN or HIN) which a Shareholder wishes to participate in the DRP, and each shareholding account of a Shareholder will be treated separately for all purposes under the DRP.

## **5 Opportunity to Participate**

The Company must:

- (a) give those Shareholders who have not previously been given an opportunity to participate in the Plan, an opportunity to do so, prior to each Dividend being resolved;
- (b) give each Non-Participant, with their dividend notice, an opportunity to become a Participant in respect of any future Dividends to be distributed by the Company; and
- (c) allow any Shareholder to elect at any time to become a Participant.

## **6 Operation of the DRP**

- 6.1. Each dividend which is payable to a Participant in respect of Shares subject to the DRP and which is available for payment to the Participant will be applied by Ozgrowth on the Participant's behalf in acquiring or subscribing for additional Shares.
- 6.2. For each dividend, the Board in their complete discretion will determine whether to issue new Shares ("New Share Issue") or to cause the transfer of Shares to a Participant, or to apply a combination of both options, to satisfy the obligations of Ozgrowth under these Rules. The Board may also in its discretion arrange for the DRP to be fully or partially underwritten in respect of any dividend.
- 6.3. If the Board determines to cause the transfer of Shares to Participants, the Shares may be acquired in the market ("On Market Purchase").
- 6.4. Any On Market Purchase will be carried out by a nominated broker (being a reputable Market Participant of the ASX) at the lowest price per share the broker can reasonably achieve over the ten Trading Days following the Ex-Dividend Date.
- 6.5. The Shares will be transferred or allotted under the DRP at the Price calculated in accordance with the following formula:

$$\text{Price} = (\text{On Market Consideration} + \text{New Issue Consideration}) / (\text{On Market Shares} + \text{New Issue Shares})$$

Where

"On Market Consideration" means the amount paid for acquisition of shares via On Market Purchase

"New Issue Consideration" means the amount paid for acquisition of shares via any New Share Issue

"On Market Shares" means the number of shares acquired via On Market Purchase

"New Issue Shares" means the number of shares acquired via any New Share Issue

- 6.6. The Price determined above will not exceed an amount equal to the Net Tangible Asset Backing, adjusted for any discount or premium as determined from time to time by the Board.
- 6.7. Ozgrowth will establish and maintain a DRP account for each Participant.
- 6.8. Ozgrowth will in respect of each dividend payable to a Participant:
- (a) Determine the amount of the dividend payable (less withholding tax if applicable) in respect of that Participant's Shares subject to the DRP;
  - (b) Credit the amount to the Participant's DRP account;
  - (c) Determine the whole number of additional shares which may be acquired under the DRP at the Price using the amount (including any retained cash balance) in the Participant's DRP account;
  - (d) On behalf and in the name of the Participant, allot or cause the transfer of the number of additional shares calculated under clause 4.5(c) and debit the Participant's DRP account with the total of the number of additional shares multiplied by the Price; and

- (e) Retain in the Participant's DRP account, without interest, any cash balance remaining after the application of clause 4.5(d).

**7. Issue or transfer of Shares under the DRP**

- 7.1. New Issue Shares issued under the DRP will be issued in accordance with the ASX Listing Rules and, from the date of issue, will rank equally in all respects with existing Shares.
- 7.2. Shares issued or transferred under the DRP will be issued or transferred on or as soon as practicable after, the relevant dividend payment date and will be registered on the register where the Participant's holding of Shares is currently registered.

**8. Costs to Participants**

No brokerage, commission, or other transaction costs will be payable by Participants in respect of Shares transferred or issued under the DRP. However, Ozgrowth does not assume liability for any taxes or other imposts assessed against or imposed on a Participant.

**9. DRP statements**

On, or as soon as practicable after, each dividend payment date, Ozgrowth will send to each Participant a statement detailing:

- (a) The number of the Participant's Shares subject to the DRP as at the relevant Record Date;
- (b) The amount of dividend payable to the Participant (less withholding tax if applicable) in respect of the Shares subject to the DRP;
- (c) The amount in the Participant's DRP account immediately prior to the payment of the relevant dividend;
- (d) The number of Shares transferred or allotted to the Participant under the Rules of the DRP;
- (e) The cash balance (if any) retained in the Participant's DRP account after deduction of the amount payable for the issue or transfer of the additional Shares; and
- (f) The Participant's total holding of Shares after the issue or transfer of additional Shares.

**10. Variation or termination of participation**

- 10.1. Subject to clause 12, a Participant may at any time give a DRP Notice to the Share Registrar:
  - (a) Increasing or decreasing the number of Shares participating in the DRP; or
  - (b) Terminating participation in the DRP.
- 10.2. The alteration or termination takes effect from the next Record Date after the receipt by the Share Registrar of a properly completed DRP Notice.
- 10.3. If a Participant increases the level of participation in the DRP to full participation, all of the Participant's Shares as at the date of the DRP Notice and all Shares subsequently acquired by the Participant (including Shares acquired under the DRP) will participate in the DRP.
- 10.4. If a Participant increases or decreases the level of participation in the DRP to below full participation, only that number of Shares specified in the DRP Notice will participate in the DRP and no Shares subsequently acquired by the Participant (including Shares acquired under the DRP) will participate in the DRP.
- 10.5. If a Participant dies, participation in the DRP will be terminated upon receipt by Ozgrowth of written notice of the death. If a Participant is declared bankrupt or is wound up, participation in the DRP will be terminated

upon receipt by Ozgrowth of a notification of bankruptcy or winding up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death bankruptcy or winding up of one or more joint holders will not automatically terminate participation.

- 10.6. On termination of participation for whatever reason, Ozgrowth will forward to the Participant or the Participant's legal representative a statement of the Participant's DRP account made out to the date of termination.
- 10.7. On termination of participation for whatever reason, including deemed termination of participation under clause 9.3, a Participant will be taken to have directed Ozgrowth to donate the cash balance (if any) in the Participant's DRP account as at the date of termination on behalf of the Participant to a registered charity nominated by the Board from time to time.
- 10.8. Participants will not be issued with a receipt in connection with such a donation.

**11. Reduction or termination of participation where no notice is given**

- 11.1. Where all of a Participant's Shares are subject to the DRP and the Participant disposes of part of those Shares then, unless the Participant advises Ozgrowth otherwise, the remaining Shares held by the Participant will continue to participate in the DRP.
- 11.2. Where some of a participant's shares are subject to the DRP and the participant disposes of part of that shareholding, then unless the participant advises Ozgrowth otherwise, the shares disposed of will be deemed to be shares not participating in the DRP. If the number of shares disposed of is more than the number of the participant's shares not participating in the DRP, the disposal will be deemed to include all the participant's shareholding not participating in the DRP, and the balance (if any) will be attributed to shares participating in the DRP.
- 11.3. Where a Participant disposes of all Shares without giving Ozgrowth notice of termination of participation, the Participant will be deemed to have terminated participation in the DRP with respect to the shareholding on the last date Ozgrowth registered a transfer or instrument of disposal of the Participant's holding.

**12. Variation, suspension, recommencement and termination of the DRP**

- 12.1. The DRP may be varied, suspended, recommenced or terminated by the Board at any time. The variation, suspension, recommencement or termination will take effect on the date specified by the Board. The Board may give written notice of any such variation, suspension, recommencement or termination as it considers appropriate. A variation, suspension, recommencement or termination of the DRP will not be invalidated by the accidental omission to give notice of the variation, suspension, recommencement or termination to a Shareholder and will not give rise to any liability on the part of, or right or action against, the Board or Ozgrowth.
- 12.2. A Participant continues to participate in the DRP following any variation, suspension or recommencement of the DRP unless Ozgrowth is notified in writing to the contrary by the Participant.

**13. Stock Exchange Listing**

Ozgrowth will apply from time to time (as new Shares are issued under the DRP) for the new Shares issued under the DRP to be listed for quotation on ASX and on any other stock exchange or exchanges as may from time to time have accepted Shares for listing.

**14. Applications and notices**

- 14.1. Applications and notices to Ozgrowth must be in writing and in accordance with the forms prescribed by Ozgrowth from time to time.
- 14.2. The applications and notices will be effective upon receipt by Ozgrowth Share Registrar subject to:
  - (a) These Rules;

- (b) In the case of applications, acceptance by Ozgrowth; and
- (c) Receipt by Computershare Investor Services by 5.00 pm (AWST) on the immediate business day after the relevant Record Date for determining entitlements to dividends.

- 14.3. Applications or notices received after 5.00pm (AWST) on the immediate business day after the relevant Record Date will not be effective in respect of that dividend payment but will be effective from the next relevant Record Date.
- 14.4. Except to the extent that these Rules expressly provide otherwise, Ozgrowth may provide notice under these Rules in any manner (including, but not limited to, by public announcement, advertisements in any newspapers circulating generally in Australia, notice on Ozgrowth's website, announcement to ASX or mailed written notices) which the Board considers appropriate to bring the matter or event for which notice is required under these Rules to the notice of the Participants or Shareholders, as the case may be, having regard to the nature of the event for which notice is being given.

## 15. General

- 15.1. Any dividend payable on Shares which a Participant has nominated as participating in the DRP and which dividend Ozgrowth is entitled to retain, in whole or part, as a result of a charge, lien or similar right in favour of Ozgrowth in accordance with the Constitution of Ozgrowth or otherwise, will not be available for the purpose of participating in the DRP.
- 15.2. These Rules will be binding upon all Shareholders.
- 15.3. The Board may implement and administer the DRP in the manner the Board thinks fit. Without prejudice to the general powers of the Board under these Rules, the Board may settle in the manner as the Board thinks fit any difficulty, anomaly or dispute which may arise in connection with, or by reason of, the operation of the DRP, whether generally or in relation to any Shareholder or Participant or shareholding account or any Share or Shares and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates.
- 15.4. The Board may delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of its powers or discretions arising under the DRP.
- 15.5. Neither Ozgrowth nor any officer of Ozgrowth will be liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by a Participant as a result, directly or indirectly, of the establishment or operation of the DRP or participation in the DRP or in relation to any advice given with respect to participation in the DRP.

## 16. Definitions

In these Rules, unless the context otherwise requires:

**ASX** means ASX Limited (ACN 008 624 691) or the market operated by it as the context requires.

**ASX Listing Rules** means the Listing Rules of the ASX as varied from time to time.

**Board** means the board of directors of Ozgrowth Limited (ACN 126 450 271).

**DRP** means the Ozgrowth Dividend Reinvestment Plan as varied from time to time.

**DRP Notice** means a notice in such form as Ozgrowth may from time to time require.

**Excluded Shares** means Shares which, on any Closing Date, are not eligible to receive a full Dividend on the relevant allotment date.

**Ex-Dividend Date** means the ex-dividend date as advised to the ASX in respect of the relevant dividend



**HIN** stands for Holder Identification Number and is used to identify a holding on the CHESS sub register. Normal Trade has the meaning set out in clause 4.7.

**Net Tangible Asset Backing** means the net tangible asset backing per share after allowance for tax payable on unrealised gains/losses as advised to the ASX as at the end of the last month immediately preceding the Ex-Dividend Date.

**Participant** means a Shareholder whose application to participate in the DRP in respect of a particular shareholding has been accepted by Ozgrowth. Price means the price at which Shares will be issued or transferred under the DRP as calculated in accordance with clause 4.

**Record Date** is as defined in the ASX Listing Rules.

**Rules** mean these DRP rules as varied from time to time.

**Shares** means fully paid ordinary shares in the capital of Ozgrowth.

**Shareholder** means a registered holder of Shares.

**Share Registrar** means Computershare Investor Services Pty Limited, Ozgrowth's share registrar.

**SRN** stands for Security holder Reference Number and is used to identify a holding on the issued sponsored sub-register.

**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.

## **OZGROWTH DIVIDEND REINVESTMENT PLAN FREQUENTLY ASKED QUESTIONS**

### **What is a Dividend Reinvestment Plan?**

A Dividend Reinvestment Plan or DRP, allows eligible Ozgrowth shareholders to have all or part of their dividends paid in Ozgrowth shares.

### **Who is eligible to participate in the DRP?**

All Ozgrowth shareholders who have a registered address in Australia or New Zealand are eligible to participate in the DRP for shares held on the relevant dividend record date.

### **Is participation optional?**

Participation in the DRP is entirely optional. If you do not want to participate you do not need to do anything. You will continue to receive dividend payments from Ozgrowth in accordance with current arrangements.

### **How do I participate?**

If you are an eligible shareholder and you wish to participate in the DRP, you can elect to participate by logging onto Computershare's Investor Centre at [www.investorcentre.com](http://www.investorcentre.com). You will need to have your SRN or HIN (as applicable) and postcode. Alternatively, if you wish to complete a DRP form please contact our share registry on 1300 307 613 (within Australia) or +61 3 9415 4222 (overseas).

### **Can I choose how many of my Ozgrowth shares will participate in the DRP?**

Yes. If you choose full participation, all of your Ozgrowth shares held at the relevant record date will participate in the DRP. If you choose partial participation, only the specific number of shares you nominate will participate and you will receive a cash dividend for those shares not participating.

### **When will my DRP participation start?**

Your DRP participation will start for the first dividend payment after your election to participate has been received as outlined above. Your election will remain in place for future dividend payments unless withdrawn by you. To participate for a particular dividend you must ensure that your election has been received by 5.00pm (Melbourne time) on the relevant record date for that dividend.

### **How do I change or withdraw my participation?**

You can change or withdraw your participation by logging onto Computershare's Investor Centre at [www.investorcentre.com](http://www.investorcentre.com). You will need to have your SRN or HIN (as applicable) and postcode. Alternatively, if you wish to complete a DRP withdrawal form please contact our share registry on 1300 307 613 (within Australia) or +61 3 9415 4222 (overseas). Elections to change participation or withdraw from the DRP for a particular dividend must be received by 5.00pm (AWST) on the next business day immediately following the relevant record date for that dividend.

### **How many shares will I receive under the DRP?**

The number of DRP shares that you will receive for a particular dividend will be calculated by dividing the dividend entitlement for your Ozgrowth shares that are participating in the DRP by the DRP share price, rounded down to the nearest whole share.

### **Where do the DRP shares come from?**

Ozgrowth will instruct a broker to acquire existing shares on market up to a specified price related to the latest net tangible asset backing (as advised at the month end prior to the dividend ex-date). If sufficient shares cannot be sourced on market, the company will issue new shares at the specified price.

### **How will the DRP share price be calculated?**

The DRP price will be the weighted average price per share of the amount paid for on market purchases and the amount raised through any new issue of shares.

### **What will be the price specified for the issue or acquisition of shares?**

The Board will determine a price that will be the maximum payable for any on market acquisition of shares or issue of new shares for each dividend. The price will be set after considering that latest Net Assets Per Share as provided to the ASX on the end of the month immediately preceding the dividend ex-date adjusted for any discount or premium at the discretion of the Board. Any discount or premium to apply to the net assets per share after tax will be included in the announcement to the ASX at the time the relevant dividend is declared.

**What happens to fractional entitlements?**

The cash value of the fractional entitlement will be carried forward in your DRP account and added to your next dividend for the purposes of calculating your DRP shares. If you terminate participation in the DRP for any reason, any residual cash balance of fractional entitlements will be donated on your behalf to a charity nominated by Ozgrowth.

**When will I receive my DRP shares?**

You will receive your DRP shares on the payment date for the relevant dividend. You will also be sent a holding statement shortly afterwards confirming the number of DRP shares received.

**What is the cost to participate in the DRP?**

Shares will be provided under the DRP free of brokerage and other transaction costs.

**What happens if I have more than one shareholding that I want to participate in the DRP?**

You will need to lodge a separate DRP election for each shareholding account (identified by the relevant SRN or HIN) that you wish to participate in the DRP.

**Does participating in the DRP restrict me from selling my shares?**

No. Participating in the DRP does not restrict your ability to sell your Ozgrowth shares.

**What happens if I sell some or all of my shares?**

If you elect to partially participate in the DRP and you sell some of your shares, then unless you elect to change your participation, the shares sold will be deemed to be non-participating DRP shares. If the number sold is more than the number of your non-participating shares, the sale will be deemed to include all of your shares not participating in the DRP, and the balance (if any) will be attributed to your shares participating in the DRP. If you sell all of your shares without giving a notice of termination of participation, you will be deemed to have terminated participation in the DRP effective from the last date Ozgrowth registered a transfer or instrument of disposal of your holding.

**Can the DRP be varied, suspended or terminated?**

The Ozgrowth Board may vary, suspend or terminate the DRP at any time.

**What are the tax consequences of participating in the DRP?**

Ozgrowth recommends that you seek your own independent tax advice about the consequences of your participation in the DRP.