



Dear Shareholder

### **Dividend Reinvestment Plan**

Century Australia Investments Limited has a stated objective of paying a regular and growing dividend.

**You can elect to reinvest either all or part of your dividend into new shares by joining the Company's Dividend Reinvestment Plan. Shareholders who participate in the DRP purchase new shares at a discount of 2% of the prevailing Market Price (certain conditions apply – see attached DRP rules and definitions).**

The DRP option is available to shareholders with a registered address in Australia and New Zealand and provides a convenient way to increase your holding free of transaction costs. Of course you can also elect to have your dividends paid via direct credit to a nominated Australian Bank, Building Society or Credit Union account.

If you prefer to receive your dividends by cheque or you have previously advised the Company of the above details you need not complete the form.

Shareholders can also access information about their shareholding via the internet on the Registries website [www.registriesltd.com.au](http://www.registriesltd.com.au). This web access enables shareholders to view balances, transaction history, recent dividend payments, annual report elections and to download various forms to assist in the management of their holdings. If you request a PIN, you can also submit and update email addresses, tax file numbers and annual report elections online.

If you have any queries regarding your shareholding in the company please contact our share registry:

Registries Limited  
Telephone (02) 9290 9600  
Facsimile (02) 9279 0664

Mailing Address:  
PO Box R67  
Royal Exchange  
Sydney NSW 1223

If you would like to reinvest either all or part of your dividend into new shares, please complete the enclosed application form and return to Registries Limited at the address above.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'Rob Turner', is written over a light blue horizontal line.

Rob Turner  
Chairman

# CENTURY AUSTRALIA INVESTMENTS LIMITED

## ABN 11 107 772 761

### TERMS AND CONDITIONS OF DIVIDEND REINVESTMENT PLAN

#### 1. DICTIONARY

The Dictionary in Attachment A:

- (a) defines some of the terms used in this plan; and
- (b) sets out the rules of interpretation which apply to this plan.

#### 2. WHO CAN PARTICIPATE IN THE DRP?

- (a) The DRP gives Shareholders a way to increase their shareholding in the Company by reinvesting all or part of their dividends in more shares in accordance with these terms. Any Shareholder can participate in the DRP, unless excluded under paragraph (b) or (c).
- (b) A Shareholder is excluded from the DRP if that Shareholder's residential address or address on the Register is outside Australia, unless the directors approve of that Shareholder's participation in the DRP, in their absolute discretion.
- (c) The directors may exclude a Shareholder from participation in the DRP if they consider, in good faith, it is in the best interests of the Company.

#### 3. ELECTION

- (a) Participation in the DRP is subject to these terms, applicable laws, the Listing Rules and the Constitution of the Company.
- (b) A Shareholder does not have to participate in the DRP. A Shareholder must complete a Notice of Election if they want to participate in the DRP in a way allowed by these terms.
- (c) A Shareholder who wants to participate in the DRP may specify the Shareholder's Participating Shares in the Notice of Election.
- (d) A Notice of Election is deemed to be made in respect of all of the Shareholder's Shares, unless a Shareholder specifies the Shareholder's Participating Shares in the Notice of election.
- (e) A Participant may at any time terminate their participation in the DRP or change their Participating Shares by giving the Company written notice.

#### 4. HOW LONG DOES THE DRP OPERATE?

- (a) The DRP operates for three years from the Commencement Date.
- (b) The DRP automatically terminates at the end of that period, subject to paragraph (c).
- (c) The Directors may extend the period of operation of the DRP in accordance with the terms for a further three years in their absolute discretion.

#### 5. WHAT ARE THE DRP ENTITLEMENTS?

- (a) Subject to this clause, the Company must apply each dividend payable to a Participant in respect of Participating Shares to subscribe for Shares on the Participant's behalf.
- (b) The number of Shares subscribed for is the total amount of the dividend payable on the Participant's Participating Shares, divided by the Market Price referable to the relevant dividend and rounded down to the nearest whole share.
- (c) A dividend payable in respect of a Participant is not available for reinvestment under the DRP to the extent that the Company is entitled to and does retain or otherwise deal with the dividend in accordance with its Constitution or any legal requirements, including withholding tax.

- (d) The DRP does not operate in relation to a dividend to the extent that the allotment or issue of Shares under the DRP is in breach of applicable law.
- (e) If and to the extent that the DRP does not operate, the relevant dividend must instead be distributed in cash to Participants in the same way as to other Shareholders who do not participate in the DRP.

## **6. ALLOTMENTS**

Shares allotted to a Participant under the DRP:

- (a) must be allotted on the date that the dividend is applied under clause 5(a) and (b).
- (b) must be allotted in accordance with the Listing Rules;
- (c) rank equally with existing Shares from the date of allotment; and
- (d) must be registered on the same Register as the majority of the relevant Participant's Participating Shares.

## **7. STATEMENTS**

- (a) After each allotment of shares under the DRP, the Company must send to each Participant a holding statement for the Shares allotted.
- (b) At the time the Company sends advice about each dividend payment, it must send to each Participant a statement setting out:
  - (i) the record date for the purposes of the payment of the Company of the relevant dividend;
  - (ii) the number of Participating Shares in the DRP as at the last Record Date;
  - (iii) the total amount of the dividend in cents paid per Participating Shares;
  - (iv) the number of Shares allotted to the Participant under the DRP and the cost of each of those Shares;
  - (v) the Market Price for the Shares allotted to the Participant under the DRP;
  - (vi) the amount of withholding tax (if any) applicable to the dividend;
  - (vii) the extent to which the dividend is franked;
  - (viii) the Participant's total holding of both Participating and Non-Participating Shares after the allotment; and
  - (ix) other information as the directors determine.

## **8. WHAT IF THERE IS A CHANGE IN A PARTICIPANT'S SHAREHOLDING?**

- (a) Where Participating Shares are transferred, they cease to be Participating Shares as soon as the relevant transfer is registered.
- (b) The number of a Participant's Participating Shares is the number of the Participant's Shares declared by the Participant to be Participating Shares from time to time, regardless of any change in the total number of the Participant's Shares.

## **9. NOTICES**

- (a) A notice from a Shareholder which is provided for in these terms must be in writing, addressed to the Company, and in the form prescribed for that purpose by the Directors, if any.
- (b) Separate notices must be given for each parcel of Shares identified in the Register by a separate Shareholder number. A Shareholder is deemed for the purposes of the DRP to be a separate Shareholder in relation to each parcel of Shares identified by a separate Shareholder number.

- (c) Notices which the Company receives are effective for a particular Record Date if received before 5.00pm Sydney time on the business day before the Price Determination Period applicable to that Record Date.

#### **10. ASX LISTING**

The Company must promptly apply for listing on the ASX of all Shares allotted under the DRP.

#### **11. MODIFICATION AND TERMINATION**

- (a) The Directors may modify the terms of the DRP, or terminate or suspend the DRP, by giving written notice to Participants.
- (b) A dispute or disagreement arising under or in relation to the DRP or these terms may be settled by the Directors in any way they consider appropriate. A determination made by the Directors is final and binding.

#### **12. COSTS**

No brokerage, commission or other transaction costs are payable by the Participants in respect of an allotment of Shares under the DRP.

#### **13. GOVERNING LAW**

The laws of New South Wales govern these terms.

# ATTACHMENT A DICTIONARY (CLAUSE 1)

## Part 1

In these terms:

**ASX** means the Australian Stock Exchange Limited.

**Commencement Date** means the date on which the Company adopts the DRP.

**Company** means Century Australia Investments Limited ABN 11 107 772 761.

**Constitution** means the constitution of the Company as amended from time to time.

**Directors** means the directors of the Company from time to time.

**DRP** means the Company's Dividend Reinvestment Plan conducted in accordance with these terms, as amended from time to time.

**Listing Rules** means the official Listing Rules of the ASX.

**Market Price** means, in relation to a dividend, 98% of the Weighted average sale price per Share of all Shares traded on the ASX during the Price Determination Period or, if no Shares are traded during the Price Determination Period, the last sale price recorded on the ASX before the start of the Price Determination Period.

**Notice of Election** means a notice in a form determined by the Directors of the Company by which a Shareholder makes an election as to the Shareholder's participation in the DRP.

**Participant** means a Shareholder participating in the DRP.

**Participating Shares** means a Participant's Shares which are participating in the DRP, as nominated by the Participant from time to time.

**Price Determination Period** means the period starting fifteen trading days before and including the relevant Record Date and ending five trading days after the relevant Record Date.

**Record Date** means the date the Register is closed for determining entitlements to a dividend.

**Register** means the register of members maintained by the Company, including the principal register and any branch registers.

**Shareholder** means a person registered as a holder of Shares in the Register.

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

**Trading Days** means days on which the ASX is open for trading.

**Weighted average sale price per Share** means the average sale price per Share of Shares sold during a particular period, weighted by reference to the number of Shares in each parcel sold at a particular price during the relevant period.

**Part 2**

In these terms:

- (a) the singular includes the plural and vice versa;
- (b) headings and underlinings are for convenience only and do not affect interpretation;
- (c) other parts of speech and grammatical forms of a word or phrase defined in these terms have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under the statute;
- (g) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (h) a reference to a party to a document includes that party's successors and permitted assigns; and
- (i) a covenant or agreement on the part of two or more persons binds them jointly and severally.