

NEWS RELEASE

22 February 2023

**K&S Corporation Limited
Suspension of Dividend Reinvestment Plan**

As previously advised, K&S Corporation Limited (ASX: KSC) has elected to suspend the application of the dividend reinvestment plan (“DRP”) in respect of the fully franked interim dividend of 10.0 cents per share declared on 22 February 2023.

Please find attached for immediate release to the market:

- a copy of the K&S Corporation Limited Dividend Reinvestment Plan Rules (“DRP Rules”) for the purposes of ASX Listing Rule 3.10.8; and
- a letter dated 22 February 2023 being issued to all Shareholders notifying them of the suspension of the DRP in accordance with paragraph 12.1 of the DRP Rules.

**By authority of the Board of Directors
K&S Corporation Limited**

Further Information:

Mr Chris Bright
Company Secretary
Ph: (03) 8744 3500
Chris.Bright@ksgroup.com.au

K&S Corporation Limited

ABN 67 007 561 837

591 Boundary Road

Truganina Vic 3029

PO Box 57

Laverton Vic 3028

Australia

Ph (03) 8744 3500

Fax (03) 8744 3599

Website

www.ksgroup.com.au

22 February 2023

Dear Shareholder

Suspension of Dividend Reinvestment Plan

On 22 February 2023, K&S Corporation Limited (ASX: KSC) (“the Company”) announced that a fully franked interim dividend of 10.0 cents per share had been declared in respect of the half year ended 31 December 2022. The interim dividend will be paid on 3 April 2023.

As part of the announcement on 22 February 2023, the Company advised that Directors had elected to suspend the dividend reinvestment plan (“DRP”) in respect of the interim dividend. Directors have elected to suspend the DRP in respect of the interim dividend having regard to capital management considerations and record low debt levels. Directors are also of the view that the Company’s shares are currently trading at too great a discount to the net tangible asset backing of \$2.30 per share as at 31 December 2022 and the issuing of shares under the DRP would be dilutionary to existing Shareholders.

While the Company will review the merits of the DRP in the context of any future dividends that may be declared, the suspension of the operation of the DRP will remain in force until further notice.

In accordance with ASX Listing Rule 3.10.8, a copy of the K&S Corporation Limited Dividend Reinvestment Plan Rules has been released to the ASX.

Yours sincerely



Tony Johnson
Chairman

K&S CORPORATION LIMITED

K&S CORPORATION LIMITED DIVIDEND REINVESTMENT PLAN

TERMS AND CONDITIONS

1 INTERPRETATION

1.1 Where used herein, unless the context otherwise requires:

- **"ASX"** means Australian Stock Exchange Limited or the stock market operated by it (as the context requires).
- **"Company"** means K&S Corporation Limited (ACN 007 561 837).
- **"Directors"** means the Board of Directors of the Company from time to time.
- **"Listing Rules"** means the listing rules of ASX as they apply to the Company.
- **"Non Participant"** means a shareholder who is not participating in the Plan.
- **"Notice of Dividend Election"** means a notice given under clause 3 or clause 9 of this Plan.
- **"Participant"** means a Shareholder who, being eligible to do so, elects to participate in the Plan.
- **"Participating Shares"** means shares which are subject to the Terms and Conditions of the Plan.
- **"Plan Shares"** means fully paid ordinary shares in the capital of the Company allotted pursuant to the Plan.
- **"Plan"** means the K&S Corporation Limited Dividend Reinvestment Plan and incorporates the Terms and Conditions of the Plan.
- **"Record Date"** means the record date (within the meaning of the Listing Rules) for determination of entitlements to payment of the relevant dividend.
- **"Shareholder"** means a person, including a corporation, being the registered holder of Shares.
- **"Shares"** means fully paid ordinary shares in the capital of the Company.
- **"Share Register"** means the register of members of the Company.
- **"Share Registrar"** means ComputerShare Investor Services Pty Ltd or such other entity that may operate the Share Register from time to time.
- **"Subscription Price"** means an amount which is based on the volume weighted average market price of Shares sold during the ordinary course of trading on ASX during a specified time period determined by the Directors less a discount (if any)

determined by the Directors in their absolute discretion and notified to Shareholders (rounded up to the nearest cent). For the purpose of determining the volume weighted average market price, the Directors may exclude trades otherwise than in the ordinary course of trading (that is, crossings, any transaction defined in the ASX market rules as "special" and other sales that the Directors consider may not be fairly reflective of natural supply and demand). The discount shall be 2.5% until otherwise determined by the Directors.

- **"Terms and Conditions"** means the terms and conditions of this Plan, as in force from time to time.

1.2 Words denoting the singular number shall include the plural number and vice versa; words denoting a gender include all genders; words denoting an individual or person include a corporation, firm, authority, government or government authority and references to clauses are to the clauses of these Terms and Conditions.

2 PARTICIPATION IN THE PLAN

2.1 Participants in the Plan shall be subject to the Terms and Conditions.

2.2 Participation in the Plan is optional and not transferable.

2.3 Subject to the restrictions on overseas Shareholders contained in clause 2.4, all Shareholders are eligible to participate in the Plan.

2.4 A Shareholder whose address in the Share Register is a country other than Australia may not participate in the Plan unless the Directors are satisfied that such participation will not constitute a breach of laws of that country and would not be otherwise illegal, impossible or impractical.

2.5 Participation may, subject to these Terms and Conditions, be varied or terminated by a Shareholder at any time.

3 NOTICE OF DIVIDEND ELECTION TO PARTICIPATE

3.1 A Notice of Dividend Election to participate in the Plan will only be effective if given on the form supplied by the Company for that purpose, if it contains sufficient details to enable the shareholder's account to which the Notice relates to be clearly identified, and if it is signed or executed (in the case of a corporation) by the Shareholder unless the Directors in their absolute discretion decide to accept and treat as valid a Notice of Dividend Election which does not satisfy these requirements. The Company has no obligation to correct an invalid Notice of Dividend Election.

3.2 A Notice of Dividend Election to participate in the Plan must be received by the Company for each shareholding account of a Shareholder (identified by a unique security holder identification number) which they wish to nominate for participation in the Plan. Each Notice of Dividend Election must correctly identify the shareholding account to which that Notice of Dividend Election relates. These Terms and Conditions apply as if each shareholding account was registered in the name of a separate Shareholder.

3.3 If a Shareholding appearing in the Share Register relates to a broker's clearing account or a trustee or nominee and the broker, trustee or nominee notifies the Company that the relevant Shares are held for a number of different persons and specifies the number of Shares held for each of such persons (although the names of such persons need not be specified), then the Directors may determine that each such holding shall be taken to represent a separate

Shareholder and these Rules will apply accordingly. In particular, a separate application is required for each of such holdings.

- 3.4 To enable Shares being the subject of a Notice of Dividend Election to participate in the Plan, the Notice of Dividend Election must be received by the Company at least 14 days prior to the date declared to be the payment date for that dividend. A Notice of Dividend Election is effective upon receipt by the Company (subject to approval by the Directors, which may be withheld in the absolute discretion of the Directors).
- 3.5 A Notice of Dividend Election remains in force until the Company receives a new Notice of Dividend Election by the Shareholder varying their election. Shares which are sold or otherwise transferred will cease to participate in the Plan upon the date of registration of their transfer.

4 DEGREE OF PARTICIPATION

- 4.1 Shareholders may participate in the Plan in respect of all Shares registered in a Shareholder's name ("**full participation**") or in respect of a specific number of Shares which is less than the total number of Shares so registered ("**partial participation**").
- 4.2 Eligible Shareholders who wish to participate in the Plan shall specify on a Notice of Dividend Election the degree to which they wish to participate in the Plan, subject to any minimum and/or maximum number of shares to participate in the Plan that the Directors may specify from time to time (currently the minimum participation in the Plan is 300 Shares), by either ticking the box marked "Full Participation" for full participation or specifying the number of Shares which the Shareholder wishes to have participate in the Plan for partial participation.
- 4.3 Under full participation, all Shares registered in the Participant's name, from time to time, including Plan Shares issued pursuant to the Plan, will be subject to the Plan.
- 4.4 Under partial participation only that number of shares specified by the Participant will be subject to the Plan. However, a Participant may elect that Plan Shares issued pursuant to the Plan, will be subject to the Plan by lodging an additional Notice of Dividend Election subsequent to the receipt of the Plan statement in respect of those Plan Shares.
- 4.5 Notices of Dividend Election received by the Company which do not indicate the degree of participation will be deemed to be a Notice of Dividend Election for full participation and the Company shall not be liable to the Shareholder for any loss, damage or claim in respect of this participation as a result of the operation of this provision.
- 4.6 No responsibility will be taken by the Company for transfers that are not entered on the Share Register prior to the relevant Record Date.
- 4.7 Notices of Dividend Election received by the Company which indicate a number of Shares participating in excess of the number of Shares held by the Shareholder making the election, are deemed to be elections for full participation.
- 4.8 Where no Notice of Dividend Election is received by the Company from a Shareholder, none of the Shareholder's Shares will participate in the Plan.

5 OPERATION OF THE PLAN

- 5.1 Subject to clause 5.5, each dividend which is payable to a Shareholder in respect of Participating Shares and is available for payment to the Participant will be applied by the

Company on the Participant's behalf in subscribing for Shares.

- 5.2 The Company will establish and maintain a Plan account for each Participant.
- 5.3 The Company will, in respect of each dividend payable to a Participant:
- 5.3.1 determine the net amount of the dividend to be payable in respect of Participating Shares;
 - 5.3.2 credit that amount to the Participant's Plan account;
 - 5.3.3 determine the number of Shares to be allotted in accordance with Clause 5.4;
 - 5.3.4 allot that number of Shares to the Participant; and
 - 5.3.5 retain in the Participant's Plan account (without interest) any residual amount being less than the value of one share.
- 5.4 Subject to clause 5.5, the number of Plan Shares issued shall be the whole number next below the value of the sum calculated by the formula:

$$\frac{(D - T) + R}{C}$$

Where D is the ordinary dividend payable in cents per share on the Participating Shares registered in the name of the shareholder as at the Record Date.

T is any withholding tax or other sum the Company is entitled to retain in relation to the dividend to which the Participating Shares are entitled.

R is the residual positive balance carried forward in the Participant's Plan account from previous allotments of dividend shares.

C is the Subscription Price.

6 PLAN SHARES ALLOTTED UNDER THE PLAN

- 6.1 Plan Shares allotted under the Plan will rank equally in all respects with existing Shares and will participate in all dividends subsequently declared.
- 6.2 Shares allotted under the Plan will be registered on the register on which the Participating Shareholder's existing holding of fully paid ordinary Shares is registered at that time.
- 6.3 A holding statement will be issued for the total number of Plan Shares allotted under the Plan in respect of each dividend and will be forwarded to Participants as soon as practicable thereafter (and in any event within the time required by the Listing Rules).
- 6.4 Within ten business days of each allotment the Company will apply for Shares allotted under the Plan to be quoted on the official list of ASX (provided that the Company's Shares are listed on ASX).

7 COSTS

Participants will not be liable for the payment of any brokerage, commission or other transaction costs in respect of any allotment of Plan Shares. All administrative costs will be borne by the Company.

8 STATEMENT TO PARTICIPANTS

- 8.1 Following the payment of each dividend, the Company will provide each Participant with a statement detailing:
- 8.1.1 the number of Shares nominated by the Participant which are participating in the Plan;
 - 8.1.2 the dividend paid on those Shares, its status as a franked or unfranked dividend, and any imputation tax credit, withholding tax or other deduction;
 - 8.1.3 the number of new Shares issued and the value at which each has been issued; and
 - 8.1.4 any residual balance, being an amount less than the Subscription Price for one Share, and being retained by the Company.

9 VARIATION OR TERMINATION OF PARTICIPATION WHERE NOTICE GIVEN

- 9.1 After joining the Plan a Participant may, at any time, give notice in writing to the Share Registrar to:
- 9.1.1 increase or decrease the number of Participating Shares subject to any minimum and or maximum number of shares to participate in the Plan that the Directors may from time to time specify; or
 - 9.1.2 terminate the Participant's participation in the Plan.
- 9.2 Notices must be given on the Notice of Dividend Election form supplied by the Company and correctly signed or executed (in the case of a corporation) by the Shareholder and must be received by the Company.
- 9.3 A Notice of Dividend Election must be received by the Company for each of the shareholding accounts for which the shareholder wishes to vary their participation in the Plan.
- 9.4 Upon the death, bankruptcy or winding up of a Participant, participation in the Plan will be terminated upon receipt by the Company of a notice of death, bankruptcy or winding up.
- 9.5 Following termination, soon after the Record Date for the next dividend payable on Shares the Company will send to the Participant, or the Participant's legal representative, a cash payment of the amount, if any, retained in the Participant's Plan account as at that date, provided that the balance retained in the Plan account is at least equal to the weighted average price for Shares traded on ASX during the period being the Record Date for the next dividend payable on Shares and the four trading days immediately prior to that date. In any other case, the Company will be entitled to withdraw the amount in the Participant's Plan account and retain it for the Company's benefit.

10 REDUCTION OR TERMINATION

- 10.1 Where a Participant's holding of Participating shares is partially disposed of, the Participant's right to participate cannot be transferred on sale and, subject to clause 10.3, the Shares disposed of will cease to be Participating Shares from the date of registration of the transfer.
- 10.2 Where a Participant's entire holding of Shares is disposed of, all Participation Shares will cease to participate in the Plan from the date of registration of the transfer and the amount,

if any, at that time retained in the Participant's Plan account will be sent to the Participant (soon after the Record Date for the next dividend payable on Shares) in the form of a cash payment provided that the balance retained in the Plan account is at least equal to the weighted average price for Shares traded on ASX during the period being the Record Date for the next dividend payable on Shares and the four trading days immediately prior to that date. In any other case, the Company will be entitled to withdraw the amount in the Participant's Plan account and retain it for the Company's benefit.

- 10.3 Where some only of a Participant's Shares are Participating Shares and the Participant disposes of part of the Participant's total holding of Shares, then the Shares disposed of are deemed not to be Participating Shares. If the number of Shares disposed of is more than the number of the Participant's Shares which are not Participating Shares, the disposal is deemed to include all the Participant's Shares which are not Participating Shares, and the balance (if any) will be deemed to be Participating Shares.

11 NOTICES

- 11.1 Notices of Dividend Election together with all other notices and requests to the Company shall be in writing and in the required form as directed by the Company from time to time and shall be effective upon receipt by the Share Registrar:

Computershare Investor Services Pty Ltd	OR	Computershare Investor Services Pty Ltd
Level 5, 115 Grenfell Street		G. P.O BOX 1903
Adelaide, South Australia, 5000		Adelaide SA 5001

or such other address as is notified to Shareholders from time to time.

- 11.2 A notice required by these Rules to be given to Shareholders by the Company may be given by:

11.2.1 giving the notice to ASX for release to the market (in which case the notice is taken to be given on the date on which it is first given to ASX); or

11.2.2 sending the notice to the registered addresses of the Shareholders in accordance with the Constitution (in which case the notice is taken to be given on the date determined in accordance with the Constitution); or

11.2.3 a combination of the above methods (in which case the notice is taken to be given on the date on which it is first given to ASX if notice is given to ASX or otherwise on the earliest date under which notice is taken to be given in accordance with the Constitution as the case may be).

12 VARIATION OF THE PLAN

- 12.1 The terms and conditions of the Plan may be varied by the Directors when they consider it appropriate and the Plan may be suspended or terminated by the Directors when they consider such to be expedient. Participants will be advised of any variation, suspension or termination of the Plan in such form and in such manner as the Directors may in their absolute discretion determine, and in particular, without limiting the generality of the foregoing, may be given by advertisement published in any newspaper circulating generally in Australia.

- 12.2 A suspension of the Plan will continue until such time as the Directors resolve either to recommence or terminate the Plan. If the Plan is recommenced, elections as to participation in respect of the previously suspended Plan shall be valid and have full force and effect in

accordance with these terms and conditions for the purposes of the recommenced Plan.

- 12.3 Should the Plan be terminated the Company will send to Participants the amount, if any, retained in the Participant's Plan account as at the date of termination, provided that the balance retained in the Plan account is at least equal to the weighted average price for Shares traded on ASX during the period being the date of termination of the Plan and the four trading days immediately prior to that date. In any other case, the Company will be entitled to withdraw the amount in the Participant's Plan account and retain it for the Company's benefit.
- 12.4 The accidental omission to give notice of variation, suspension or termination to any Participant or the non-receipt of any notice by any Participant will not invalidate the variation, suspension or termination of the Plan.

13 TAXATION AND FINANCIAL ADVICE

- 13.1 The Company takes no responsibility for the taxation liabilities of Participants. Specific taxation advice, if required, should be obtained by the Participant at the Participant's expense, having regard to the Participant's own circumstances.
- 13.2 Each Participant acknowledges that neither the Company nor the Share Registrar has provided the Participant with investment advice or financial product advice concerning his or her decision to apply to participate in the Plan and that neither has any obligation to provide any advice. Each Participant should consider seeking financial advice having regard to the Participant's objectives, financial situation and needs.

14 ADMINISTRATION OF THE PLAN

- 14.1 The plan will be administered by the Directors who shall have power to:
- 14.1.1 determine appropriate procedures for administration of the Plan consistent with the provision of these terms and conditions;
 - 14.1.2 resolve conclusively all questions of fact or interpretation in connection with the Plan;
 - 14.1.3 waive strict compliance with any of the provisions of these terms and conditions;
 - 14.1.4 delegate to any one or more persons for such period and upon such conditions as they may determine, the exercise of any of their powers or discretions arising under the Plan.
- 14.2 The Plan and the operation of the Plan shall be governed by the laws of the State of South Australia, Australia.
- 14.3 The Plan is subject in all respects to the Corporations Act, the Constitution, the Listing Rules and the ASX market rules. If any action under the Plan would contravene any of them, the Company is not required to perform that action.
- 14.4 Neither the Company nor any officer of the Company 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 Plan or participation in the Plan or in relation to any advice given with respect to participation in the Plan.
- 14.5 The Company may have the Plan underwritten in respect of a dividend.

K&S CORPORATION LIMITED

K&S CORPORATION LIMITED DIVIDEND REINVESTMENT PLAN

EXPLANATORY NOTES TO THE PLAN

The K&S Corporation Limited Dividend Reinvestment Plan (the "**Plan**") is a mechanism provided for shareholders to allow them to increase their shareholding in the Company without the usual costs associated with share acquisitions, such as brokerage. It also offers a purchase price at a discount to the market price relevant at the time of issue (currently 2.5%).

The method by which this benefit is provided is to offer shareholders the option of reinvesting all, or part of, the cash dividend entitlement in additional fully paid ordinary shares in the Company.

COST OF THE PLAN

There are no costs in participating. The issue of the Company's shares under the Plan will not be subject to brokerage, commissions, or other transaction costs. All administrative costs will be borne by the Company.

PARTICIPATION

The Plan is entirely optional and can be applied to all or part of your shareholding subject to any minimum and/or maximum number of shares that the Directors may from time to time specify (currently the minimum participation in the Plan is 300 shares). All shareholders, other than certain overseas shareholders (for example, whose participation might result in a breach of an applicable law) are eligible to participate in the Plan.

1. FULL PARTICIPATION

This option provides for reinvestment of dividends on all ordinary shares in the Company that you own now, or any you may hold in the future, including the Company's shares issued under the Plan or any additional acquisitions or bonus shares in the Company you may be in receipt of in the future.

2. PARTIAL PARTICIPATION

The option to participate partially provides for reinvestment of dividends only on a specified number of your holding of ordinary shares in the Company. Should you elect for partial participation then the normal dividend payment will be made to you in respect of the balance of your shares which are not participating in the Plan. However, the Company's shares issued as a result of partial participation in the Plan will be eligible to participate in the Plan upon lodgment of an additional Notice of Dividend Election.

JOINING THE PLAN – NOTICE OF DIVIDEND ELECTION

Included is a Notice of Dividend Election which specifies whether you would like full or partial participation. To join the Plan simply complete and forward the Notice of Dividend Election to the Company's Share Registrar, at the address referred to in page 4.

A separate Notice of Dividend Election must be delivered to the Company in relation to each shareholding account which a shareholder wishes to nominate for participation.

A Notice of Dividend Election to participate in the Plan will only be effective if given on a form supplied

by the Company, if it contains sufficient details to enable the shareholder's account to which the Notice relates to be clearly identified, and if signed or executed (in the case of a corporation) by the shareholder unless the Directors, in their absolute discretion, decide to accept and treat as valid a Notice of Dividend Election which does not satisfy these requirements.

Please note that if you wish to participate in the Plan for the next dividend, your completed and signed Notice of Dividend Election should be received no later than 14 days prior to the date on which the dividend is to be paid. The Notice of Dividend Election will become effective upon receipt so should it be received after that date, participation will then apply only to subsequent dividends.

VARYING THE LEVEL OF PARTICIPATION AT A LATER DATE

At any time you may vary your level of participation, subject to any minimum and/or maximum number of the Company's shares to participate in the Plan that the Directors may from time to time specify (currently a minimum of 300 shares applies), by lodging a Notice of Dividend Election for each of the shareholding accounts which you wish to vary. To be effective, Notices of Dividend Election need to be received by the Company Share Registrar no later than 14 days prior to the date on which the dividend is to be paid for any dividend from which you want your variation to be effective.

Your new requirement, as stated in your Notice of Dividend Election, will apply thereafter for all future dividends unless you once again make subsequent variations.

CONSEQUENCES OF DISPOSING OF PART OR ALL SHARES IN THE COMPANY PARTICIPATING IN THE PLAN WITHOUT NOTIFYING THE COMPANY

Where you dispose of part of your shares participating in the Plan, your right to participate cannot be transferred on sale and the shares disposed of will cease to be participating shares from the date of registration of the transfer.

Where some only of your shares are participating and you dispose of part of your total holding, then the shares disposed of are deemed not to be participating in the Plan. If the number of shares disposed of is more than the number of your shares which are not participating, the disposal is deemed to include all your shares which are not participating, and the balance (if any) will be deemed to be participating in the Plan.

Where you dispose of all your shares in the Company participating in the Plan, the shares disposed of will cease to participate in the Plan from the date of registration of the transfer and any amount, if any, at that time retained in the Plan account will be sent to you (soon after the Record Date for the next dividend) in the form of a cash payment provided that the balance retained in the Plan account is at least equal to the weighted average price for the Company's shares traded on Australian Stock Exchange Limited during the period being the Record Date for the next dividend and the four trading days immediately prior to that date. In any other case, the Company will be entitled to withdraw the amount in the participant's Plan account and retain it for the Company's benefit.

REINVESTMENT OF THE DIVIDEND ON PARTICIPATING SHARES

As explained in the Terms and Conditions, there is a formula for calculating the number of shares in the Company which will be issued in lieu of the cash dividend. This calculation will usually result in a residual amount which will always be less than the issue price of one share in the Company.

This residual amount will be retained for you by the Company and will be carried forward and added to the next dividend for reinvestment. No interest will accrue on the residual amount.

CALCULATION OF THE ISSUE PRICE

The Company's shares are issued under the Plan at a discount to the market price (currently 2.5%). The issue price is to be calculated as a percentage designated by the Directors (currently being 97.5%) of the weighted average price for the Company's fully paid ordinary shares traded on Australian Stock Exchange Limited

during the period being the Record Date and the four trading days immediately prior to that date (or such other period as the Directors determine) in the ordinary course of trade.

STATEMENT TO PARTICIPANTS

Following each dividend payment date you will be sent a statement setting out the relevant information on the current standing of your Plan account.

SHAREHOLDERS SHOULD OBTAIN OWN TAXATION ADVICE

The Company takes no responsibility for taxation liabilities of participants and suggests that, if required, specific taxation advice should be obtained individually by each participant having regard to their own circumstances.

Taxation consequences will basically depend upon factors such as whether or not the dividends have been franked.

Generally, under current Australian tax laws, participants should not be at a disadvantage by participating in the Plan rather than receiving dividends by way of cash payments.

SHAREHOLDERS SHOULD OBTAIN OWN FINANCIAL ADVICE

The Company will not provide any shareholder with investment advice or financial product advice concerning his or her decision to apply to participate in the Plan and that has no obligation to provide such advice. Each shareholder should consider seeking financial advice having regard to the shareholder's objectives, financial situation and needs.

RIGHTS OF SHARES ISSUED UNDER THE PLAN

Both the ordinary shares you hold now and those issued under the Plan rank equally in every respect from the date of allotment and therefore carry the same voting rights and the same entitlements to dividends or other benefits.

The Company's shares allotted under the Plan will be registered on the register on which the participating shareholder's existing holding of fully paid ordinary shares is registered at that time.

STOCK EXCHANGE LISTING

Within ten business days of each allotment the Company will apply for shares in the Company allotted under the Plan to be quoted on the official list of Australian Stock Exchange Limited.

VARIATION OF THE PLAN

The Directors have the right at any time to vary, suspend or terminate the Plan at their discretion. Participants will be advised of any variation, suspension or termination of the Plan in such form and in such manner as the Directors may, in their absolute discretion determine, and in particular, without limiting the generality of the foregoing, be given by advertisement published in any newspaper circulating generally in Australia. The accidental failure to give notice of variation, suspension or termination to any participant or the non-receipt of any notice by any participant will not invalidate a variation, suspension or termination of the Plan.

FURTHER INFORMATION REGARDING THE PLAN

The best source of information regarding the Plan is to refer to the Terms and Conditions which are accompanying these Explanatory Notes. Any further queries should thereafter be directed to the Company Secretary of the Company. If there is an inconsistency between these Explanatory Notes and the Terms and Conditions, the Terms and Conditions prevail to the extent of any such inconsistency.

LODGEMENT

All Notices of Dividend Election (duly completed) should be lodged with the Company's Share Registrar whose address is:

Computershare Investor Services Pty Ltd **OR** Computershare Investor Services Pty Ltd
Level 5, 115 Grenfell Street G.P.O BOX 1903
Adelaide, South Australia, 5000 Adelaide SA 5001