



G O W I N G B R O S

GOWING BROS. LIMITED DIVIDEND REINVESTMENT PLAN

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**Passed at the Annual General Meeting
Held on 29 October 1987
Amended by resolution of the Board of Directors**

TERMS AND CONDITIONS

The following are the Terms and Conditions applicable to the Gowing Bros. Limited ("Company") Dividend Reinvestment Plan ("the plan").

1. Participation in the plan

- a. Participation is optional.
- b. The directors of the Company ("Directors") may, in their absolute discretion, invite shareholders of the Company to participate in the plan. A shareholder who is resident in, or whose address on the share register is situated in a country other than Australia and New Zealand (a "Non-resident") is not eligible to participate in the plan unless the Directors determine that the offer will be made to shareholders in that country. If the Directors make such a determination, any shareholder who is a "Non-resident", before electing to participate in the plan, should seek professional advice to ascertain if any restrictions apply under any law to the participation by the shareholder in the plan.
- c. A shareholder is not eligible to participate in the plan with respect to any shares allotted to them pursuant to the Gowing Bros. Employee Share and Option Plan during such time as any loan made by the Company with respect to those shares remains unpaid.
- d. Participation may, subject to any restrictions in these Terms and Conditions, be varied or terminated by a plan participant at any time.
- e. Applications to participate in the plan are to be made on an application form (being an application to participate in the plan in or substantially in the form of Schedule 1 or in such other form prescribed or approved by the Directors from time to time and may include an electronic form) or online¹.
- f. Each application received by the Company's share register will be effective for:
 - i. the first dividend payable after receipt of the application in which the plan is activated; and

¹ Online election is available at www.computershare.com.au/easyupdate/GOW

- ii. all subsequent dividends in which the plan is made available,

provided that any application received by the Company after the close of the Company's share register for determination of entitlements to payment of a dividend will not be effective for that dividend.
- g. If a shareholder has more than one holding of shares each holding will be treated as separate for the purpose of the plan, and a separate participation application must be lodged in respect of each separate holding.
- h. Participation in the plan is subject to these terms, applicable laws, the ASX Listing Rules and the constitution of the Company.

2. Degree of participation

- a. Participation in the plan in respect of dividends on the Company's shares may be either **full** or **limited**:
 - i. **full participation** will result when the Company accepts an application by a shareholder for all of that shareholder's shares to be subject to the plan. Under full participation, the provisions of the plan will apply to all cash dividends payable on all of the participant's shareholding from time to time; and
 - ii. **limited participation** will result when the Company accepts an application by a shareholder for a nominated percentage of that shareholder's shares to be subject to the plan. Under limited participation, the provisions of the plan will apply to all cash dividends payable on the number of the participant's shares that corresponds with the participant's nominated percentage. The participant's nominated percentage may only be changed by the participant making a fresh election and will not be automatically varied when the participant acquires or disposes of shares.
- b. Applications in respect of a shareholder's shareholding are deemed by the Company to be applications for full participation unless the shareholder specifies otherwise in the shareholder's application.

3. Operation of the plan

- a. Each cash dividend which is payable to a participant in respect of shares subject to the plan and which is available for payment to the participant will be applied to the issue of additional shares to the shareholder.
- b. In respect of each participant, the Company will:
 - i. determine the amount of the cash dividend payable in respect of the shares of that participant which are subject to the plan;
 - ii. determine the maximum number of additional fully paid shares (rounded down to the nearest whole number) priced in accordance with the plan, that could be acquired under the plan using the dividends payable to the shareholder; and
 - iii. allot that number of shares to the participant.

- c. Subject to paragraph d, shares will be allotted under the plan at a price per share equal to the market price of the shares, which will be deemed to be:
 - i. the average daily volume weighted average price of shares traded on-market during a five 'trading day' (as defined in the ASX Listing Rules) period nominated by the board in its absolute discretion, excluding:
 - A. special crossings, overseas trades, trades pursuant to the exercise of options, overnight trades and any other trades that are excluded from a volume weighted average price calculation; and
 - B. any trades that the Company determines to exclude on the basis that the trades are not fairly reflective of market supply and demand for the Company's shares; or
 - ii. any other price that the Company determines in its absolute discretion and notifies to shareholders.
- d. The Board may elect, at its absolute discretion, to allot shares under the plan at a discount to market price of up to 10% (subject to any applicable law, regulation or rule of the ASX).
- e. If the operation of this clause results in the Company retaining any residual amounts after the allotment of shares under the plan, the Company may, in the Directors' absolute discretion:
 - i. donate any or all of these residual amounts to a charity;
 - ii. pay any or all of these residual amounts to the participant entitled to those amounts, rounded down to the nearest whole cent; or
 - iii. retain and carry forward (without interest) to the participant's account those amounts that would be payable to the participant under subparagraph (ii), to be applied in application for shares issued or proposed to be issued under the Company's next dividend.
- f. The plan does not operate in relation to a dividend to the extent that the allotment or issue of shares under the plan is in breach of an applicable law, regulation or rule of the ASX.
- g. If and to the extent that the plan 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 plan.

4. Shares to be allotted under the plan

Shares allotted under the plan:

- a. must be allotted on the date that the dividend is applied under clause 3;
- b. must be allotted in accordance with the ASX Listing Rules;

- c. rank equally in all respects with all other allotted fully paid shares in the Company; and
- d. must be registered on the same register as the majority of the relevant participant's participating shares.

5. Statements to participants

The Company must send to each participant:

- a. a statement, as at each individual payment date, giving details of the participant's participation in the plan with respect to that dividend; and
- b. a holding statement for the shares allotted.

6. Variations to participation

- a. Any participant may at any time apply to vary their nominated proportion of shares subject to the plan.
- b. If a participant transfers shares, a percentage of the shares transferred which is equal to the shareholder's nominated percentage are deemed to be participating shares.
- c. Where participating shares are transferred, they cease to be participating shares as soon as the relevant transfer is registered.
- d. The number of a participant's participating shares is the nominated percentage of the participant's shares from time to time, regardless of any change in the total number of the participant's shares.

7. Termination of participation

- a. A full or limited participant may at any time give the Company notice of termination of participation in the plan.
- b. Notice of termination of participation will be effective in respect of the first closing date for determining dividend entitlements ("closing date") after the date of receipt by the Company of the notice.
- c. If a participant dies, participation by that participant and any other participants with whom the deceased was a joint participant will be terminated upon receipt by the Company of notice of the death of the deceased participant.
- d. A participant's participation in the plan terminates immediately on a participant's disposal of their last share, and any such participant must lodge a new application to participate in the plan in respect of any shares they acquire in the future.
- e. If a participant transfers all of their shares or terminates their participation in the plan and this results in the Company retaining any residual amounts to that shareholder's account, the Company may, in the Director's absolute discretion:

- i. donate any or all of these residual amounts to a charity; or
- ii. pay any or all of these residual amounts to the participant entitled to those amounts, rounded down to the nearest whole cent.

8. Applications and notices

- a. Notices to the Company in relation to the plan must be in writing.
- b. Applications to the Company in respect of a participant's nominated proportion are to be made in accordance with clause 1(e) of the plan
- c. Such applications and notices will be effective on receipt by the Company's share register subject to:
 - i. these terms and conditions;
 - ii. acceptance by the Company at the discretion of the Directors, and
 - iii. receipt by the Company's share register before the closing date (applications received after such closing date will be effective in respect of the next closing date).
- d. Notices by the Company to shareholders in relation to the plan may be made by public announcement via ASX's announcements platform, by email or in writing at the discretion of the Company.

9. Stock Exchange listing

Application will be made by the Company promptly after allotment for shares allotted under the plan to be listed for quotation on the ASX.

10. Modification and termination of the plan

- a. The plan may be modified, terminated or suspended by the Directors of the Company at any time by giving notice to the participants in accordance with clause 8(d). Notwithstanding this clause, the Company may at any time, without the need for any notice
 - i. modify the plan to comply with the Company's Constitution, the ASX Listing Rules or any law; and
 - ii. make minor amendments to the plan where such amendments are of an administrative or procedural nature.
- b. The non-receipt of any notice under the plan by the holder of any shares or the accidental omission to give notice of modification or termination of the plan shall not invalidate such modification or termination.
- c. A dispute or disagreement arising under or in relation to the plan 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.

11. Miscellaneous

- a. The provisions of the plan will not apply to dividends on shares subject to the plan where, by its Constitution or otherwise, the Company is entitled to and does retain or deal with all or part of such dividends.
- b. The Company reserves the discretion to waive or vary strict compliance with any provision of these Terms and Conditions.
- c. Neither the Company nor any of its officers, employees, representatives or agents takes responsibility or assumes liability for, or as a consequence of, the tax liabilities of any person relating to the plan and does not represent or warrant that any person will gain any taxation advantage or will not incur a taxation liability or disadvantage as a result of participation in the plan.
- d. The laws of New South Wales govern these Terms and Conditions.



GOWING BROS

Investing Together for a Secure Future

Gowing Bros. Limited
ABN 68 000 010 471

Return your information:

Online:
www.investorcentre.com

By Mail:
Computershare Investor Services Pty Limited
GPO Box 2975 Melbourne
Victoria 3001 Australia

Enquiries:
(within Australia) 1300 850 505
(international) +61 3 9415 4000

GOW
MR SAM SAMPLE
123 SAMPLE STREET
SAMPLETOWN VIC 3000

Please enter SRN/HIN in boxes below:

SRN/HIN input boxes

For your security keep your SRN/HIN confidential.

DIVIDEND REINVESTMENT PLAN NOTICE OF ELECTION FORM

Use a black pen.
Print in CAPITAL letters
inside the grey areas.

A B C

1 2 3

Where a choice is required,
mark the box with an 'X'

X

A Dividend Reinvestment Plan (DRP)
[X] ALL Please mark this box with an 'X' if you wish all your securities to participate in the company's DRP.
OR
[X] PART Specify the percentage of your securities you wish to participate in the company's DRP.
[] % The dividend on the balance of the securities in this securityholding will be paid in cash. Securities issued as a result of your participation in the DRP will participate to the same percentage in the DRP, until a contrary Notice of Variation is registered

B Sign Here - This section must be signed for your instructions to be executed.
I/We authorise you to act in accordance with my/our instructions set out above. I/We acknowledge that these instructions supersede and have priority over all previous instructions in respect to my/our securities. Where I/we have indicated participation in the Dividend Reinvestment Plan, I/we hereby agree to be bound by the Terms and Conditions of the Dividend Reinvestment Plan.
Individual or Securityholder 1 Director
Securityholder 2 Director/Company Secretary
Securityholder 3 Sole Director and Sole Company Secretary
Date - Day / Month / Year
Note: When signed under Power of Attorney, the attorney states that they have not received a notice of revocation. Computershare Investor Services Pty Limited needs to sight a certified copy of the Power of Attorney.

DI035



How to complete this form

A Dividend Reinvestment Plan (DRP)

Complete this section if you wish to have your cash dividends reinvested in the form of more company securities.

If you wish only part of your securityholding to participate in this DRP, please show the percentage of your securityholding that you wish to participate.

Please note that an election to participate fully in the Dividend Reinvestment Plan will override any instruction on the registry record regarding direct payment of cash dividends into a nominated account.

This instruction only applies to the specific holding identified by the SRN/HIN and the name appearing on the front of this form.

B Signature(s)

If you have chosen to have your cash dividends fully or partially reinvested into company securities and you have completed Section A, you must sign this form as follows in the spaces provided:-

Joint Holding: where the holding is in more than one name, all of the securityholders must sign.

Power of Attorney: to sign under Power of Attorney, you must have already lodged this document with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the Company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

D1035

GOW

Please return the completed form to:

Computershare Investor Services Pty Limited
GPO Box 2975
Melbourne VIC 3001
Australia

