



ELLERSTON CAPITAL

Dividend Reinvestment Plan

20 August 2018

Ellerston Asian Investments Limited

Ellerston Asian Investments Limited
ACN 606 683 729 (**Company**)

SYDNEY OFFICE

Level 11, 179 Elizabeth Street,
Sydney NSW 2000

MELBOURNE OFFICE

Level 4, 75-77 Flinders Lane,
Melbourne VIC, 3000

Ph: +61 2 9021 7797
E: info@ellerstoncapital.com

Table of Contents

DIVIDEND REINVESTMENT PLAN OVERVIEW	1
DIVIDEND REINVESTMENT PLAN RULES	4
Definitions and interpretation	4
Eligibility to participate	5
Application to participate and extent of participation	6
Minimum Participating Holding and Maximum Participating Holding	7
Acceptance and effectiveness of applications	7
The effect of applying for participation	8
Reinvestment of Dividends	8
Allocation of Shares	9
Underwriting	9
Variation or termination of participation	10
Reduction or termination of participation where no notice is given	10
Variation, suspension and termination of the DRP or these Rules	10
Costs to Participants	11
Applications and other notices	11
Taxation	11
General	11

DISCLAIMER

This booklet contains information in relation to the Ellerston Asian Investments Limited (EAI) Dividend Reinvestment Plan (DRP). Please read this booklet carefully. A copy of the Plan Rules of the DRP is included in this booklet, which you should read carefully before deciding whether to participate in the DRP.

Any information provided by EAI in this booklet is of a general nature only and does not take into account your personal circumstances. You should consult your own financial or legal adviser if you are unsure about what is the best option for you. You should also seek your own taxation advice before deciding what is best for you.

Ellerston Asian Investments Limited

ABN 82 606 683 729

Share Registry

Link Market Services Limited, Locked Bag A14
Sydney South NSW 1235

Ph: 1300 551 627

Ph: +61 1300 551 627 (international)

Fax: +61 2 9287 0303

Dividend Reinvestment Plan Overview

Ellerston Asian Investments Limited (EAI) has established the framework for a Dividend Reinvestment Plan (DRP) to enable eligible Shareholders to re-invest dividends in additional EAI shares.

The EAI Board will determine whether the DRP will apply with respect to each dividend at the time it considers the declaration of that dividend. EAI will announce whether the DRP will apply with respect to a dividend at the same time as that dividend is announced.

This booklet contains information in relation to the DRP. Please read this booklet carefully. A copy of the Plan Rules of the DRP is included in this booklet, which you should read carefully before deciding whether to participate in the DRP.

Any information provided by EAI in this booklet is of a general nature only and does not take into account your personal circumstances. You should consult your own financial or legal adviser if you are unsure about what is the best option for you. You should also seek your own taxation advice before deciding what is best for you.

KEY POINTS

Reinvestment of dividends

The DRP offers a convenient way for you to increase your shareholding in EAI by reinvesting some or all of your dividends in additional EAI shares. Shares will be issued or transferred to you at a price based on the market price.

Participation in the DRP is voluntary

You may apply to participate, change your level of participation, or cancel your participation in the DRP at any time and from time to time, provided a sufficient amount of notice is given.

Tailoring to individual circumstances: receipt of dividends in additional shares, combination of shares/cash or cash only

The DRP provides you with flexibility to choose the way in which you receive the benefit of your EAI dividends in respect to which the DRP applies. If the DRP applies to a dividend, you will have the option of receiving shares, a combination of shares and cash, or cash only.

No additional cost to participate

You do not have to appoint a broker and you do not have to pay fees, brokerage or other administration costs to participate in the DRP.

Residual amounts are carried forward

You will only receive a whole number of shares under the DRP. Where the allocation calculation would otherwise result in a fraction of a share being allocated to you, the cash amount attributable to that fraction will be retained (without interest) in your DRP account. The amount in your DRP account will be added to your next dividend in respect to which the DRP applies for the purposes of calculating the number of shares allocated to you under the DRP in respect of that later dividend.

Shares rank equally

Shares issued under the DRP rank equally with existing shares from the date of issue, unless the EAI Board determines otherwise.

DRP statement

A DRP statement will be provided to you shortly after the time of a dividend payment in respect to which the DRP applies. Your DRP statement will include details of any shares allocated to you under the DRP and any residual amount carried forward in your DRP account.

Plan Rules

The rules of the DRP are set out in the Plan Rules, a copy of which is included in the next section of this booklet. This section of the booklet is only a summary of some of the features of the DRP and those Plan Rules. Nothing in this section of the booklet or the 'Dividend Reinvestment Plan Instruction Form' (DRP Instruction Form) is intended to modify or otherwise affect the Plan Rules.

WHERE TO FIND THE DRP INSTRUCTION FORM

You must use a DRP Instruction Form to apply to participate in the DRP, vary your participation or cancel your participation.

This form can be obtained by contacting the Share Registry. The form is also available on EAI's website at <https://ellerstoncapital.com/aellerston-asian-investments/> or can be completed electronically for holdings with a market value of less than \$50,000 on the share registry's website at www.linkmarketservices.com.au

FREQUENTLY ASKED QUESTIONS (FAQ)

Q. Is participation in the DRP voluntary?

Yes. If you don't want to participate in the DRP you don't have to do anything and you will continue to be paid your dividends.

Q. Who is eligible to participate in the DRP?

The EAI Board will determine whether the DRP will apply to a particular dividend at the time it considers the declaration of that dividend. You may participate in the DRP if your address on the register of shareholders is in Australia or New Zealand, unless you hold your shares only on behalf of another person who resides outside Australia and New Zealand. In certain circumstances the EAI Board may allow participation by persons who reside outside of Australia and New Zealand or hold their shares for persons who reside outside of Australia and New Zealand.

Q. What do I have to do to participate in the DRP?

To participate in the DRP you need to complete a DRP Instruction Form and return it to the share registry. The share registry address is shown in the DRP Instruction Form. Alternatively, if your holding has a market value of less than \$50,000, you can complete the DRP Instruction Form electronically on the Share Registry's website at www.linkmarket services.com.au.

Q. Can I participate in the DRP in respect of some but not all of my EAI shares?

Yes. You can nominate a specific number of your shares on the DRP Instruction Form to participate in the DRP. This is referred to as 'Partial Participation'. In this case, only part of your dividend will be reinvested in additional shares when the DRP applies to a dividend. The dividend entitlement on the balance of your shareholding that is not participating in the DRP will be paid to you.

Q. When do I have to return my DRP Instruction Form by if I want to apply to participate in the DRP?

For your DRP Instruction Form to be effective for a dividend in respect to which the DRP applies, it must be received by the share registry (either in paper format or completed electronically) by 5.00pm Australian Eastern Time (or such other time set by the EAI Board) on the first business day after the record date for determining entitlements to that dividend. If your form is received or completed electronically after this time, it will not become effective until the following dividend.

Q. Does the DRP apply in respect of every dividend?

No. In addition to varying, suspending or terminating the DRP, the EAI Board may at any time determine that the DRP will not apply to a particular dividend by making an announcement to the market to that effect. EAI will announce to the market whether the DRP applies in respect of a particular dividend at the same time that the dividend is announced.

Q. If I make an election of 'Full Participation' do shares acquired in the DRP participate in the DRP in respect of subsequent dividends?

Yes. If you elect 'Full Participation', shares issued or transferred to you under the DRP will be able to participate in the DRP in respect of subsequent dividends to which the DRP applies.

Q. Am I able to make changes to my participation?

Yes. You can make changes at any time by notifying the share registry using the DRP Instruction Form. For the change to be effective in respect of an upcoming dividend payment, your DRP Instruction Form must be received by the share registry (either in paper format or completed electronically) by 5.00pm Australian Eastern Time (or such other time set by the EAI Board) on the business day after the record date for the relevant dividend. You may only complete a DRP Instruction Form electronically if your holding has a market value of less than \$50,000.

Q. What do I need to do if I have a number of shareholdings in ASX?

You must complete and lodge a separate DRP Instruction Form for each of your shareholdings registered in different names or with a different Shareholder Reference Number (SRN) or Holder Identification Number (HIN).

Q. Do I have to pay to participate in the DRP?

No. You do not have to pay any brokerage, commission or other administration cost on shares transferred or issued under the DRP.

Q. At what price will shares be issued or transferred to me under the DRP?

Shares will be issued or transferred to you under the DRP at the Average Market Price (which is defined in the Plan Rules) for the period designated for pricing shares issued or transferred under the DRP. The Average Market Price may be reduced by a discount, which the EAI Board may determine from time to time and announce to the market. Since the period for determining the Average Market Price will usually commence after the deadline for the receipt of DRP Instruction Forms, this price will usually not be known at the time by which you will need to decide whether you will be participating in the DRP for the dividend in question.

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

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

Q. What happens if I am participating in the DRP and sell some or all of my shares?

Where you have elected 'Full Participation' and then dispose of some of your EAI shares, dividends on all of your remaining participating EAI shares will continue to be reinvested under the DRP for each dividend in respect to which the DRP applies. Where you have elected 'Partial Participation' and you dispose of some of your EAI shares, then unless you have given sufficient notice beforehand, the shares disposed of will be treated to the extent possible as coming from your shares that do not participate in the DRP and the balance, if any, will be treated as coming from your shares that do participate. In each case, if you later acquire more EAI shares, these will participate in the DRP to the extent indicated in your last DRP Instruction Form. If you have ceased to hold any EAI shares by the time of a dividend record date, you are deemed to have terminated your participation in the DRP at that record date.

Q. When will I receive details of shares issued or transferred to me under the DRP?

Following each dividend payment in respect to which the DRP applies you will be sent a DRP statement setting out information including the number of shares allocated to you under the DRP and the cash balance carried forward on any residual amount of the dividend after that allocation (representing a fraction of a share after the calculation of the number of shares to be allocated to you under the DRP in relation to that dividend).

Q. If I cancel my participation in the DRP or sell my EAI shares, or if EAI terminates the DRP, what happens to any balance in my DRP account?

If EAI terminates the DRP, any residual balance in your DRP account will be paid to you along with your next dividend. If you cease to participate in the DRP (other than due to EAI terminating the DRP), any residual amount in your DRP account will be donated to one or more registered charities nominated by the EAI Board unless that residual amount exceeds the Allocation Price (as defined in the Plan Rules) of one EAI share for the next dividend (or a similarly calculated price if the DRP does not apply to that next dividend). If that residual amount exceeds that price, it will be paid to you at the time of the next dividend payment.

Q. Can the DRP be varied, suspended or terminated?

Yes. The EAI Board may vary, suspend or terminate the DRP at any time by notification to the market. The EAI Board will determine whether the DRP is to apply with respect to a dividend at the time it considers the declaration of that particular dividend. EAI will announce to the market whether the DRP will apply to a dividend at the same time that the dividend is announced.

Q. What about tax implications?

EAI recommends that you obtain professional taxation advice about the consequences of participating in the DRP.

Dividend Reinvestment Plan Rules

1.1. DEFINITIONS AND INTERPRETATION

1.1.1. In these Rules, unless the context otherwise requires:

Allocation means:

- a. the issue of new Shares to Participants under the DRP; or
- b. the transfer of Shares acquired for the purposes of the DRP to Participants under the DRP, as the case may be.

Allocation Price means the price at which Shares will be Allocated under the DRP calculated in accordance with Rule 7.7.

ASX means Australian Stock Exchange Limited ABN 98 008 624 691.

ASX Operating Rules means the operating rules of ASX, as in force from time to time.

ASX Settlement Operating Rules means the operating rules of ASX Settlement Pty Limited (ACN 008 504 532), as in force from time to time.

Average Market Price for a period means the arithmetic average of the daily volume weighted average sale price (calculated to the nearest cent) of Shares traded on the Exchange during the period, excluding any trades that the Board considers may not be fairly reflective of natural supply and demand. For the avoidance of doubt, the calculation of Average Market Price will disregard any crossings which occur off market (including, for example, any transaction described in the ASX Operating Rules as a 'special crossing', crossings with price improvement which occur off market, crossings prior to the commencement of normal trading, crossings during the closing phase and the afterhours adjust phase and any overnight crossings), and any overseas trades or trades pursuant to the exercise of options over Shares.

Board means the board of directors of EAI.

Business Day has the meaning given in the Listing Rules.

Discount means the percentage discount (if any) determined by the Board from time to time to be applied in calculating the Allocation Price per Share under Rule 7.7.

Dividend means any cash dividend per Share announced and payable by EAI.

Dividend Payment for a Shareholder means the Dividend multiplied by the number of Shares held by that Shareholder as at the Dividend Record Date, less any withholding tax or any other amounts EAI is entitled or required to deduct from the payment.

Dividend Payment Date means the date on which the Dividend is payable, as announced by EAI to the market.

Dividend Record Date means the time and date, as determined by the Board, at which a person holds or is taken to hold Shares for the purpose of determining the entitlement of Shareholders to Dividends.

DRP means the EAI dividend reinvestment plan to which these Rules apply, as varied from time to time.

DRP Instruction Form means the form (whether in paper format or completed electronically) relating to the DRP used to apply for participation in the DRP, or to vary or terminate a Shareholder's participation in the DRP, as approved by the Board from time to time.

EAI means Ellerston Asian Investments Limited ABN 82 606 683 729.

Eligible Shareholder has the meaning given in Rule 2.

Exchange means the financial market operated by ASX.

Full Participation means a degree of participation in the DRP under which all of a Participant's Shares from time to time (subject to the limit imposed by the Maximum Participating Holding, if any) including Shares subsequently acquired by the Participant under the DRP or otherwise, are Participating Shares.

Listing Rules means the listing rules of ASX and any other rules of ASX that are applicable while EAI is admitted to the Official List of the Exchange.

Maximum Participating Holding means the number of Shares (if any) determined by the Board from time to time under Rule 4.2.

Minimum Participating Holding means the number of Shares (if any) determined by the Board from time to time under Rule 4.1.

Partial Participation means a degree of participation in the DRP under which less than all of a Participant's Shares from time to time (or less than the Maximum Participating Holding (if any) of a Participant's Shares) are Participating Shares.

Participant means a Shareholder some or all of whose Shares are Participating Shares.

Participating Shares means Shares that a Shareholder has validly specified for participation in the DRP or which are otherwise taken under these Rules to participate in the DRP.

Pricing Period means the period that the Board determines from time to time, being a period of not less than 5 Trading Days commencing on the third Trading Day after the Dividend Record Date or such other period commencing before or after the Dividend Record Date that is determined by the Board from time to time to be applied in calculating the Allocation Price per Share under Rule 7.7.

Rules means these rules of the DRP as varied from time to time.

Shareholder means a registered holder of Shares.

Shares means fully paid ordinary shares in the capital of EAI.

Share Registry means Link Market Services Limited or any other share registry that maintains the share register of EAI.

Trading Day means a full day (other than a day on which the Exchange is closed or on which trading on the Exchange is suspended) on which Shares are quoted, and not suspended from quotation or made subject to a trading halt on the Exchange.

1.1.2. In these Rules headings are for convenience only and do not affect interpretation and:

- a. words importing the singular include the plural and vice versa;
- b. words importing a gender include any gender;
- c. other parts of speech and grammatical forms of a word or phrase defined have a corresponding meaning;
- d. any reference in these Rules to any enactment, part of an enactment or the Listing Rules includes a reference to that enactment, part of enactment or those Listing Rules as from time to time amended, consolidated, re-enacted, replaced or as affected by instrument of waiver, exemption or modification and, in the case of an enactment, all regulations and statutory instruments issued under it;
- e. unless otherwise expressly stated, “including” means “including but not limited to” and “include” and “includes” have corresponding meanings; and
- f. a reference to a body, whether statutory or not:
 - i. that ceases to exist; or
 - ii. whose powers or functions are transferred to another body, is a reference to the body that replaces it or that substantially succeeds to its powers or functions.

1.2. ELIGIBILITY TO PARTICIPATE

1.2.1. Participation in the DRP is subject to these Rules.

1.2.2. Participation in the DRP:

- a. is open to all Eligible Shareholders;
- b. is optional and voluntary;
- c. is not transferable; and
- d. may be varied or terminated at any time in accordance with Rule 11.

1.2.3. Subject to Rules 2.4, 2.5 and 2.6, an Eligible Shareholder is, in respect of a particular Dividend:

- a. Shareholder at that Dividend Record Date whose address in EAI's share register is in Australia or New Zealand, unless that person holds Shares only on behalf of another person who resides outside Australia and New Zealand and who would not themselves, if named in EAI share register, be an Eligible Shareholder under Rule 2.3(b); or
- b. any other Shareholder at that Dividend Record Date in respect of whom the Board is satisfied that, or who has satisfied the Board that:
 - i. the offer and issue or transfer of Shares under the DRP to that person is lawful and practicable in the jurisdiction in which they reside; and
 - ii. that person does not hold Shares on behalf of any other person who would not, if named in ASX's share register, be an Eligible Shareholder themselves.

1.2.4. Any Shareholder having a registered address or being resident in a country other than Australia or New Zealand may not be eligible to participate in the DRP because of the legal requirements applying in that country or other factors. The Board has the discretion to determine whether any such Shareholder is excluded from participation in the DRP because such participation would or may be impracticable, impossible or illegal.

- 1.2.5. The Board has the discretion to refuse to accept any person's Shares for participation or continued participation in the DRP and to suspend or withdraw any person's Shares from participation if the Board, including if it considers that the participation of those Shares might lead to any breach of any law of Australia, the Listing Rules or the constitution of EAI, or otherwise prejudice the effective operation of the DRP.
- 1.2.6. The Board is entitled to make a final determination as to whether any particular Shareholder is an Eligible Shareholder within the terms of these Rules or not, and to change any such determination, as and when it sees fit. In making this determination, EAI may consider factors including whether a Shareholder obtained any necessary approvals or advices to enable, or supporting, that Shareholder's participation in the DRP in the jurisdiction in which that Shareholder resides and any actual or anticipated inconvenience or expense in allowing, or investigating the possibility of allowing, such participation.
- 1.2.7. If a Shareholder has more than one holding of Shares or holds Shares on behalf of one or more beneficial owners:
- each holding, or the parcel of shares held on behalf of a beneficial owner, will be treated as separate for the purposes of the DRP, such that a separate appropriately completed DRP Instruction Form must be lodged with respect to each separate holding, or parcel held on behalf of a beneficial owner, that is to participate; and
 - these Rules will apply as if each such holding, or parcel held on behalf of a beneficial owner, were held by a separate Shareholder, unless the Board determines otherwise.
- 1.2.8. If Shares are jointly held by 2 or more Eligible Shareholders, all joint holders of such Shares must sign a single DRP Instruction Form (or it must be appropriately completed electronically) for it to be valid. If one or more of the joint holders of the Shares is not an Eligible Shareholder, none of the joint holders can apply to participate in the DRP with respect to the Shares jointly held.
- 1.2.9. Notwithstanding any other Rule, a "US person" (as defined in Regulation S of the U.S. Securities Act of 1933), or the estate of any deceased person where EAI has been notified of the estate, is not an Eligible Shareholder.

1.3. APPLICATION TO PARTICIPATE AND EXTENT OF PARTICIPATION

- 1.3.1. Application to participate in the DRP must be made on a DRP Instruction Form. Upon receipt by the Share Registry of:
- an appropriately completed and executed DRP Instruction Form from an Eligible Shareholder; or;
 - if the Eligible Shareholder holds Shares with a market value of less than \$50,000 (or such other amount determined by the Board) a DRP Instruction Form that has been appropriately completed electronically, that Shareholder's participation will commence from:
 - if the DRP Instruction Form is received by 5.00pm Australian Eastern Time (or such other time set by the EAI Board) on the Business Day after the Dividend Record Date for a Dividend, that Dividend Record Date; or
 - otherwise, the next Dividend Record Date.
- 1.3.2. Shareholders can elect to participate in the DRP for part or all of their holdings of Shares. A DRP Instruction Form electing participation in the DRP must specify whether the Shareholder elects Full Participation or Partial Participation, and if Partial Participation is specified, the DRP Instruction Form must specify the number of Shares that are to be Participating Shares. A DRP Instruction Form that does not specify whether participation is to be full or partial, that specifies both, or that does not clearly identify the number of Participating Shares or identified a number of Participating Shares in excess of the number of Shares currently held by the Participant (where Partial Participation is chosen), is deemed to be an election for Full Participation.
- 1.3.3. Under Full Participation, all Shares registered in the Participant's name from time to time, including Shares issued pursuant to the DRP, are Participating Shares subject to:
- the ASX Settlement Operating Rules;
 - any changes to the extent of that Participant's participation; and
 - the Minimum Participating Holding and Maximum Participating Holding (in each case, if any).
- 1.3.4. Under Partial Participation, only that number of Shares specified in the DRP Instruction Form by the Participant as Participating Shares (being less than the Participant's total shareholding) are subject to the DRP (subject to the Minimum Participating Holding or the Maximum Participating Holding, if any). However, if at the relevant Dividend Record Date the number of Shares held by the Participant is less than the specified number of Participating Shares in the DRP Instruction Form, the DRP will apply to the lesser number of Shares. Where a Shareholder elects Partial Participation, Shares in excess of the number specified as participating that are subsequently acquired by that Shareholder (whether under the DRP or otherwise), will not participate in the DRP unless that Shareholder alters the participation level in accordance with Rule 11. The effect of this Rule is that where the Shareholder has disposed of Shares then acquired more Shares, newly acquired Shares will participate up to the number specified in the latest DRP Instruction Form received by the Share Registry by 5.00pm Australian Eastern Time (or such other time set by the EAI Board) on the Business Day after the relevant Dividend Record Date.

- 1.3.5. If a shareholding account appearing in EAI's register of members relates to a broker's clearing account, or a trustee or nominee, and the broker, trustee or nominee notifies EAI 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 each such holding shall, from the date of such notification, be taken to represent a separate Shareholder for the purpose of Full Participation, Partial Participation, the Minimum Participating Holding (if any) and the Maximum Participating Holding (if any), and these Rules will be read and interpreted accordingly.

1.4. MINIMUM PARTICIPATING HOLDING AND MAXIMUM PARTICIPATING HOLDING

- 1.4.1. The Board may determine a minimum permitted number of Participating Shares per Participant (whether in respect of a particular Dividend or Dividends generally) from time to time by announcement to the market.
- 1.4.2. The Board may determine a maximum permitted number of Participating Shares per Participant (whether in respect of a particular Dividend or Dividends generally) from time to time by announcement to the market.
- 1.4.3. To the extent that a DRP Instruction Form has specified a number of Participating Shares in excess of the prevailing Maximum Participating Holding (including an election of Full Participation where the number of Participating Shares would otherwise exceed that limit), for so long as that limit applies:
- the number of Participating Shares for that Participant for the purposes of these Rules is deemed to be that limit; and
 - on each Dividend Record Date, any Shares specified in the DRP Instruction Form as Participating Shares in excess of that limit (including an election of Full Participation where the number of Participating Shares would otherwise exceed that limit) are deemed not to be Participating Shares, and any Dividend payable in respect of them will be paid by EAI in accordance with its usual arrangements for the payment of Dividends.
- 1.4.4. To the extent that a DRP Instruction Form has specified a number of Participating Shares less than a prevailing Minimum Participating Holding (including an election of Full Participation where the number of Participating Shares would otherwise be less than that limit), for so long as that limit applies:
- the number of Participating Shares for that Participant for the purposes of these Rules is deemed to be zero; and
 - on each Dividend Record Date, any Shares specified in the DRP Instruction Form as Participating Shares less than that limit (including an election of Full Participation where the number of Participating Shares would otherwise be less than that limit) are deemed not to be Participating Shares, and any Dividend payable in respect of them will be paid by EAI in accordance with its usual arrangements for the payment of Dividends.

1.5. ACCEPTANCE AND EFFECTIVENESS OF APPLICATIONS

- 1.5.1. Subject to Rule 5.3, upon receipt by the Share Registry of an Eligible Shareholder's DRP Instruction Form, participation in the DRP will commence from:
- if the DRP Instruction Form is received by 5.00pm Australian Eastern Time (or such other time set by the EAI Board) on the Business Day after the Dividend Record Date for a Dividend, that Dividend Record Date; or
 - otherwise, the next Dividend Record Date, and will continue for so long as the DRP Instruction Form is effective under Rule 5.2.
- 1.5.2. Subject to Rule 5.3, a DRP Instruction Form electing participation in the DRP validly submitted or otherwise accepted by the Board is effective:
- from the date the DRP Instruction Form is received by the Share Registry;
 - in respect of a Dividend, only if it is received by 5.00pm Australian Eastern Time (or such other time set by the EAI Board) on the Business Day after the relevant Dividend Record Date;
 - until:
 - the Participant varies or terminates participation in the DRP pursuant to these Rules; or
 - termination of the DRP; and
 - until the Participant ceases to be an Eligible Shareholder. The DRP Instruction Form will become effective again if and at such time as the Shareholder recommences to be an Eligible Shareholder.
- 1.5.3. The Board may:
- accept or reject a DRP Instruction Form that is not properly completed or signed; and
 - correct any error in, or omission from, a DRP Instruction Form, before acceptance under Rule 5.3(a).

1.5.4. EAI will record, with respect to each Participant:

- a. the name and address of the Participant (being the name and address in the company's register of members, from time to time); and
- b. the number of Participating Shares held by the Participant from time to time, and EAI's record will be conclusive evidence of the matters so recorded.

1.6. THE EFFECT OF APPLYING FOR PARTICIPATION

1.6.1. By applying to participate in the DRP, the Shareholder:

- a. warrants to EAI that it is an Eligible Shareholder;
- b. authorises EAI (and its officers or agents) to correct any error in, or omission from, any DRP Instruction Form that it submits;
- c. acknowledges that EAI may at any time irrevocably determine that the applicant's DRP Instruction Form is valid, in accordance with these Rules, even if the DRP Instruction Form is incomplete, contains errors or is otherwise defective;
- d. acknowledges that EAI may reject any DRP Instruction Form;
- e. consents to the establishment of a DRP account on its behalf;
- f. (consents to any residual positive balance produced by the calculation in Rule 7.3 remaining in its DRP account rather than being paid;
- g. agrees to the appointment of a trustee or nominee (including a broker or the Share Registry) nominated by EAI as the Participant's agent to acquire Shares, where EAI decides to Allocate Shares to Participants by transferring existing Shares in accordance with Rule 8;
- h. consents to the donation of the residual positive balance in its DRP account to one or more registered charities, in the circumstances set out in Rule 7.6;
- i. acknowledges that EAI may arrange for the DRP to be fully or partially underwritten in respect of any one or more Dividends;
- j. acknowledges that neither EAI nor the Share Registry has provided the applicant with investment advice or financial product advice concerning its decision to apply to participate in the DRP and that neither has any obligation to provide this advice; and
- k. unconditionally agrees to the Rules and agrees not to do any act or thing that would be contrary to the spirit, intention or purpose of the DRP, in each case, at all times until termination of the DRP or of the Participant's participation in the DRP.

1.7. REINVESTMENT OF DIVIDENDS

1.7.1. Each Dividend that is payable to a Participant in respect of Participating Shares will be applied by EAI on the Participant's behalf in acquiring additional Shares by issue or transfer in accordance with these Rules.

1.7.2. Any portion of a Participant's Dividend Payment on Participating Shares that:

- a. is deductible by EAI as withholding tax; or
- b. EAI is entitled or required to withhold or deduct for any reason from the Dividend payable to the Participant, will not be applied to acquire or subscribe for Shares under the DRP.

1.7.3. EAI will establish and maintain a DRP account for each Participant. EAI will in respect of each Dividend payable to a Participant:

- a. determine the Dividend Payment in respect of that Participant's Participating Shares (including any amount to be withheld or deducted under Rule 7.2);
- b. credit the amount in Rule 7.3(a) to the Participant's DRP account and that payment constitutes payment of the Dividend on the Participant's Participating Shares;
- c. determine the maximum whole number of additional Shares that may be acquired under the DRP at the Allocation Price by dividing the amount in the Participant's DRP account by the Allocation Price and rounding that number down to the nearest whole number;
- d. on behalf and in the name of the Participant, subscribe for or purchase that number of Shares and debit the Participant's DRP account with the total of the price for the Allocated Shares; and
- e. retain in the Participant's DRP account, without interest, any cash balance remaining except that EAI may on request by the Participant pay any such amount to the Participant (but is not obliged to do so).

Except as set out in these Rules, as required by law or as determined by the Board, neither a Participant's DRP account nor any amount credited to it is transferrable.

- 1.7.4. Subject to Rule 7.5 and Rule 7.6, a residual balance in a Participant's DRP account will remain in the Participant's DRP account (without accruing interest) until the next Dividend Payment Date, when it will be aggregated with any further Dividend Payment credited to the DRP account.
- 1.7.5. If the DRP is terminated by EAI pursuant to these Rules, any residual balance in a Participant's DRP account will remain in the Participant's DRP account until the next Dividend Payment Date, when it will be paid to the Participant along with, and (where practicable) by the same means as, the Participant's Dividend Payment.
- 1.7.6. If a Participant ceases to participate in the DRP for any reason other than the termination of the DRP by EAI pursuant to these Rules, the Participant will be taken to have directed EAI to donate any residual balance in the Participant's DRP account on behalf of the Participant to one or more registered charities, nominated by the Board from time to time (unless the amount in question exceeds the Allocation Price in respect of the next Dividend or, if the DRP does not apply to that Dividend, the Average Market Price for the 5 Trading Days commencing on the third Trading Day after the Dividend Record Date for that Dividend, in which case the residual balance will be paid to the Participant along with, and (where practicable) by the same means as, the Participant's next Dividend Payment or otherwise at that time to the Participant at the Participant's last registered address). Participants will not be issued with a receipt in connection with any donation made under this rule.
- 1.7.7. Shares are Allocated under the DRP at the Allocation Price. The Allocation Price is the Average Market Price for the Pricing Period, less the Discount (if any) rounded to the nearest cent.
- 1.7.8. The Average Market Price must be calculated by the Board or another suitable person nominated by the Board, by reference to information the Board approves for that purpose from time to time. The determination by the Board or its nominee of the Allocation Price is binding on all Participants.
- 1.7.9. A Discount (if any) or Pricing Period may be different from one dividend to the next, and either may be determined or varied by announcement to the market at any time, but any such variation will not apply to Dividends already announced.

1.8. ALLOCATION OF SHARES

- 1.8.1. EAI may, in its discretion, either issue new Shares or cause existing Shares to be acquired for transfer to Participants (or undertake a combination of both options), to satisfy its obligations under these Rules.
- 1.8.2. If EAI determines to cause the transfer of Shares to Participants, those Shares may be acquired in the market or otherwise in such manner as EAI considers appropriate.
- 1.8.3. All Shares newly issued under the DRP will, from the date of Allocation, rank equally in all respects with existing Shares unless the Board determines that they are not to participate in either or both of:
- the next dividend paid; and
 - any offer of Shares open when the Shares are issued under the DRP.
- 1.8.4. Shares Allocated pursuant to the DRP will be registered on the share register on which the Participant already holds Shares or if the Participant holds Shares on more than one share register, on the share register that EAI determines.
- 1.8.5. EAI will make application promptly after each Allocation of newly issued Shares for quotation of those Shares on the Exchange.
- 1.8.6. Shares will not be issued under the DRP if the issue would breach a provision of any applicable law.

1.9. UNDERWRITING

The Board may, in its absolute discretion, choose to partially or fully underwrite the DRP in respect of any Dividend with one or more underwriters.

1.10. DRP STATEMENTS

On, or as soon as practicable after, each Dividend Payment Date, EAI will forward a statement to each Participant detailing such information as:

- the number of the Participant's Participating Shares as at the relevant Dividend Record Date;
- the amount of the relevant Dividend Payment in respect of the Participant's Participating Shares (including any amounts withheld or deducted from the dividend payable);

- c. the number of Shares Allocated and the Allocation Price of each Share Allocated to the Participant under these Rules and the date of Allocation of those Shares;
- d. the remainder of the Dividend Payment on the Participant's Participating Shares not applied towards Shares under the DRP (if any) and retained in the Participant's DRP account;
- e. the Participant's total holding of Shares after Allocation;
- f. the franked amount (if any) of the Dividend Payment and the franking credit (if any) attached to the Dividend; and
- g. any other matters required by law to be included in a statement confirming a transaction of this nature.

1.11. VARIATION OR TERMINATION OF PARTICIPATION

1.11.1. A Participant may at any time give written notice to EAI via the Share Registry using a DRP Instruction Form:

- a. increasing or decreasing the number of Shares participating in the DRP (including by varying participation for Partial Participation to Full Participation, or vice versa); or
- b. terminating participation in the DRP.

The alteration or termination takes effect in accordance with Rule 5.2.

1.11.2. If a Participant increases the level of participation in the DRP to Full Participation, Rule 3.3 applies.

1.11.3. If a Participant decreases the level of participation in the DRP or increases the level of participation in the DRP to a level below Full Participation, rule 3.4 applies.

1.11.4. If a Participant dies, participation in the DRP terminates upon receipt by EAI of written notice of the death. If a Participant is declared bankrupt or is wound-up, participation in the DRP terminates upon receipt by EAI 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 1 or more joint holders does not automatically terminate participation provided the remaining holder or all remaining joint holders are Eligible Shareholders.

1.11.5. Following termination of participation for whatever reason, (including termination of the DRP under Rule 13) if the Participant or the Participant's legal representative requests a statement of the Participant's DRP account made out to the date of termination, EAI will provide that statement.

1.12. REDUCTION OR TERMINATION OF PARTICIPATION WHERE NO NOTICE IS GIVEN

1.12.1. Where all of a Participant's Shares are Participating Shares and the Participant disposes of some of those Shares, then subject to Rule 11.1, the remaining Shares held by the Participant continue to be Participating Shares.

1.12.2. Where only some of a Participant's Shares are Participating Shares and the Participant disposes of part of the Participant's Shares then unless the Participant advises EAI via the Share Registry otherwise in writing at least 5 Trading Days prior to the disposal, the Shares disposed of will, to the extent possible:

- a. first, reduce ASX Operating Rules the number of Shares that are not Participating Shares that the Participant holds (if any); and
- b. secondly, reduce the number of Participating Shares that the Participant holds (if any).

1.12.3. Where a Participant disposes of all Shares without notifying EAI via the Share Registry of termination of participation and the Participant is not registered as a holder of any Shares on the following Dividend Record Date, the Participant is deemed to have terminated participation in the DRP with respect to the shareholding effective on that following Dividend Record Date.

1.12.4. For the purpose of this Rule 12, a Participant 'disposes' of Shares if the Participant holds fewer Shares on a Dividend Record Date than the Participant held on the preceding Dividend Record Date.

1.13. VARIATION, SUSPENSION AND TERMINATION OF THE DRP OR THESE RULES

1.13.1. The DRP or these Rules may be varied, suspended or terminated by the Board at any time by announcement to the market. Following suspension, the DRP or these Rules may be reinstated by the Board at any time by announcement to the market. The DRP and these Rules may be varied, suspended and reinstated more than once.

- 1.13.2. Without limiting its power under Rule 13.1, the Board may, at any time, determine that the DRP will not apply to a particular Dividend by making an announcement to the market to that effect before the Dividend Record Date for the Dividend. A determination under this Rule 13.2 suspends the DRP applying only to the Dividend to which the determination applies and the DRP will be taken to be reinstated immediately following the Dividend Payment Date of that Dividend.
- 1.13.3. The variation, suspension, termination or reinstatement takes effect on the date specified by the Board and the variation, suspension, termination or reinstatement does not give rise to any liability on the part of, or right or action against, the Board or EAI or its officers, employees or agents.
- 1.13.4. If the DRP or these Rules are varied, a Participant continues to participate under the DRP and these Rules in their varied form unless the Participant terminates its participation in the DRP by submitting an appropriately completed DRP Instruction Form in accordance with these Rules.
- 1.13.5. If the DRP is suspended, an election as to participation in the DRP will also be suspended and all Shares are deemed to be non-Participating Shares for the purpose of any Dividend paid while the DRP is suspended. Upon reinstatement of the DRP, all prior elections are reinstated subject to any DRP Instruction Form validly submitted by the Shareholder by 5.00pm Australian Eastern Time (or such other time set by the EAI Board) on the Business Day after the next Dividend Record Date after the reinstatement of the DRP.

1.14. COSTS TO PARTICIPANTS

No brokerage, commission, or other transaction costs are payable by Participants in respect of Shares Allocated under the DRP and no stamp or other duties are payable, under present law, by Participants in respect of Shares Allocated under the DRP. EAI may, to the extent permitted by law, apply its funds in the payment of brokerage, commission or other transaction costs in respect of Shares Allocated under the DRP.

1.15. APPLICATIONS AND OTHER NOTICES

- 1.15.1. Applications and notices to EAI must be:
- in writing; or
 - if the Eligible Shareholder holds Shares with a market value of less than \$50,000 (or such other amount determined by the Board), submitted through the electronic platform provided for this purpose by the Share Registry, and in accordance with the notices prescribed by EAI from time to time.
- 1.15.2. Applications and notices are effective upon receipt by EAI via the Share Registry subject to these Rules.
- 1.15.3. Applications and notices must be received by EAI via the Share Registry by 5.00pm Australian Eastern Time (or such other time set by the EAI Board) on the Business Day after the relevant Dividend Record Date. Any Applications or notices received after that time will not be effective in respect of that Dividend Payment but will be effective from the next relevant Dividend Record Date.
- 1.15.4. The accidental omission by EAI or the Board to give any notice under these Rules to any Shareholder, the Exchange or any other person under these Rules will not invalidate any act, matter or thing.

1.16. TAXATION

- 1.16.1. Neither the Board, EAI nor its officers, employees or agents:
- take any responsibility or assume any liability for, or as a consequence of, the tax liabilities of any person in connection with the DRP; or
 - 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 DRP.

1.17. GENERAL

- 1.17.1. Any Dividend, payable on Participating Shares, that EAI is entitled to retain as a result of a charge or lien in favour of EAI in accordance with the constitution of EAI, or other requirement of law, are not available for the purpose of participating in the DRP.
- 1.17.2. The Board may:
- implement the DRP in the manner the Board thinks fit;

- b. settle any difficulty, anomaly or dispute which may arise either generally or in a particular case in connection with, or by reason of, the operation of the DRP or these Rules as the Board thinks fit, whether generally or in relation to any Shareholder or DRP account or any Shares and the determination of the Board is conclusive and binding on all relevant Shareholders and other persons to whom the determination relates;
 - c. exercise powers, discretions, authorities and functions (including any power to make a choice, decision, determination or resolution) of EAI under these Rules; and
 - d. delegate any of its powers, discretions, authorities or functions under these Rules to any person or persons, including the Share Registry.
- 1.17.3. Neither EAI nor any officer, employee, agent or adviser of EAI is 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 any one or more of:
- a. the establishment or operation of the DRP;
 - b. participation in the DRP; or
 - c. any advice given with respect to participation in the DRP by any other person.
- 1.17.4. Except as required by law, if EAI is notified in connection with the DRP that any Shares are held for one or more different persons or beneficial owners, EAI is not required to act upon, use or recognise this information for any purpose other than to treat the relevant Shares as separate holdings or parcels held by separate Shareholders to the extent required under these Rules .
- 1.17.5. The DRP, its operation and these Rules are governed by the laws of the State of New South Wales and each Shareholder submits to the jurisdiction of the Courts of that State and the Courts which may hear appeals from those Courts.
- 1.17.6. Despite anything else in these Rules, the Listing Rules and the Corporations Act 2001 (Cth) prevail to the extent of any inconsistency with these Rules.



ELLERSTON CAPITAL

Further Information – Where to send forms and who to contact if you have any questions

Your DRP Instruction Form should be returned to the Share Registry at the address below or, if you are eligible, completed electronically on the Share Registry's website at www.linkmarketservices.com.au.

The Share Registry should also be your first point of contact if you have any questions about the operation of the DRP or the process by which dividends will be reinvested under the DRP.

Share Registry

Link Market Services Limited

Locked Bag A14

Sydney South NSW 1235

Australia

Ph: 1300 551 627

Ph: +61 1300 551 627 (international)

Fax: +61 2 9287 0303

SYDNEY OFFICE

Level 11, 179 Elizabeth Street,
Sydney NSW 2000

MELBOURNE OFFICE

Level 4, 75-77 Flinders Lane,
Melbourne VIC, 3000

Ph: +61 2 9021 7797

E: info@ellerstoncapital.com